



आरत का राजपत्र

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No. 51] NEW DELHI, DECEMBER 14—DECEMBER 20, 2008, SATURDAY/AGRAHAYANA 23—AGRAHAYANA 29, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि अब पृष्ठक संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्यिक, सोक शिकायत तथा पेशान मंत्रालय

(कार्यिक और प्रशिक्षण विभाग)

नई दिल्ली, 10 दिसम्बर, 2008

का.आ. 3333.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दहेज निषेध अधिनियम, 1961 (1961 का अधिनियम सं. 28) के अधीन निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित किए जाने वाले अपराधों के रूप में विनिर्दिष्ट करती हैः—

- (क) दहेज निषेध अधिनियम, 1961 (1961 का अधिनियम सं. 28) की धारा 3 और 4 के अधीन दंडनीय अपराध; और
- (ख) उपर्युक्त अपराध से संबंधित अथवा संस्कृत प्रयत्नों, दुष्करणों और घटयंत्रों तथा उसी संब्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों को।

[फा. सं. 228/56/2008-ए.वी.डी. II]

मनीषा सक्सेना, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 10th December, 2008

S.O. 3333.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 [Act No. 25 of 1946], the Central Government hereby specifies the following offences under the Dowry Prohibition Act, 1961 (Act No. 28 of 1961) as the offences which are to be investigated by the Delhi Special Establishment namely:—

- (a) Offences punishable under Sections 3 and 4 of the Dowry Prohibition Act, 1961 (Act No. 28 of 1961); and
- (b) attempts, abettments and conspiracies in relation to or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[F.No. 228/56/2008-AVD-II]
MANISHA SAXENA, Dy. Secy.

वित्त मंत्रालय

(वित्तीय सेवा एवं विभाग)

नई दिल्ली, 5 दिसंबर, 2008

का. आ. 3334.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप खण्ड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री विनोद कुमार मिश्र को उनकी नियुक्ति की अधिसूचना की तरीख से तीन वर्षों के लिए, अथवा अगला आदेश होने तक, जो भी पहले हो, पंजाब नैशनल बैंक के निदेशक मंडल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 5th December, 2008

S.O. 3334.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Vinod Kumar Mishra as part-time non-official Director on the Board of Directors of Punjab Natinal Bank, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 5 दिसम्बर, 2008

का.आ. 3335.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री आर. श्रीधरन (जन्म तिथि: 01-07-1951), प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी, स्टेट बैंक केपिटल मार्केट्स लिमिटेड, को पदभार ग्रहण करने की तारीख से और 30 जून 2011 तक, यथा जिस महीने में वह अधिवर्षिता की आयु प्राप्त करेंगे उस महीने के अंतिम दिन तक, अथवा अगले आदेशों तक, जो भी पहले हो, 24050-600-26000 रुपए के ब्रेनमान में, भारतीय स्टेट-बैंक में प्रबंध निदेशक के पद पर नियुक्त करती हैः—

[फा. सं. 8/1/2007-बीओ-1]

जी. बी. सिंह, उप सचिव

New Delhi, the 5th December, 2008

S.O. 3335.—In exercise of the powers conferred by clause (b) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with Reserve Bank of India, hereby appoints Shri R. Sridharan (DOB : 01-07-1951), MD & CEO, State Bank Capital Markets Ltd., as Managing Director, State Bank of India in the pay scale of Rs. 24050-600-26000, with effect from the date of taking over charge of the post and up to 30th June, 2011 i.e. till the last day of the month in which he would attain the age of superannuation or until further orders, whichever is earlier.

[F. No. 8/1/2007-BO-I]

G. B. SINGH, Dy. Secy.

नई दिल्ली, 12 दिसम्बर, 2008

ऋण सूचना कंपनी (विनियमन)

(कठिनाईयों का निवारण) आदेश, 2008 (2008 का द्वितीय)

का. आ. 3336.—जबकि ऋण सूचना कंपनी (विनियमन), अधिनियम, 2005 (2005 का 30) (इसके बाद “अधिनियम” कहा जाएगा) 14 दिसम्बर, 2006 को प्रभाव में आया;

और जबकि इस अधिनियम की धारा 15 की उपधारा (1) के प्रावधान के अनुसार इस अधिनियम के प्रारंभ के समय अस्तित्व में रहने वाली इकाई ऋण संस्था को ऐसे प्रारंभ के तीन महीने के अंदर कम से कम एक ऋण सूचना कंपनी का सदस्य बनना अपेक्षित है;

और जबकि इस अधिनियम की धारा 35 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार द्वारा, ऋण संस्था द्वारा कम से कम एक ऋण सूचना कंपनी की सदस्यता लेने की अंतिम तिथि को बढ़ाकर 31 दिसम्बर, 2008 कर दिया गया था, जो दिनांक 24 जनवरी, 2008 के ऋण सूचना कंपनी (विनियम) (कठिनाईयों का निवारण) आदेश, 2008 के अनुसार उपर्युक्त तिथि को समाप्त हो जाएगी;

और जबकि अब तक किसी भी कंपनी को इस अधिनियम की धारा 5 के अंतर्गत ऋण सूचना कारोबार आरंभ करने अथवा जारी रखने के लिए पंजीकरण पत्र नहीं दिया गया है;

और जबकि ऋण संस्थाओं को ऋण सूचना कंपनियों में से अपनी इच्छानुसार कम से कम एक का सदस्य बनने के लिए, उपर्युक्त समय सीमा को 1 जनवरी, 2009 से 31 दिसम्बर, 2009 तक बढ़ाना इस अधिनियम के प्रावधानों को सांगू करने के लिए आवश्यक हो गया है;

अब, इसलिए, ऋण सूचना कंपनी (विनियमन) अधिनियम, 2005 (2005 का 30) की धारा 35 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निम्नलिखित आदेश देती है; नामतः

संक्षिप्त नाम और प्रारंभ

2. (1) इस आदेश को ऋण सूचना कंपनी (विनियमन) (कठिनाईयों का निवारण) आदेश, 2008 (2008 का द्वितीय) कहा जाएगा।

(2) यह 1 जनवरी, 2009 से प्रवृत्त होगा।

किसी ऋण सूचना कंपनी का सदस्य बनने के लिए समय सीमा:

इस अधिनियम की धारा 15 की उप धारा (1) के अंतर्गत इस अधिनियम के प्रभाव में आने की तिथि से अस्तित्व में होने वाली प्रत्येक ऋण संस्था दिनांक 31-12-2009 तक कम से कम एक ऋण सूचना कंपनी का सदस्य बनेगी।

[फा. सं. 7/67/2005-बीओए]

डॉ. डी. माहेश्वरी, अबर सचिव

New Delhi, the 12th December, 2008

CREDIT INFORMATION COMPANIES (REGULATION) (REMOVAL OF DIFFICULTIES) ORDER, 2008 (SECOND OF 2008)

S.O. 3336.—Whereas the Credit Information Companies (Regulation) Act, 2005 (30 of 2005) (hereinafter referred to as “the Act”) came into force on 14th December, 2006.

And Whereas the provisions contained in sub-section (1) of Section 15 of the Act require every credit institution in existence on the commencement of the Act to become member of at least one credit information company before the expiry of three months from such commencement;

And whereas the last date for taking membership of at least one credit information company by credit institutions extended by the Central Government in exercise of powers conferred by Section 35 of the Act, to December 31, 2008, in terms of Credit Information Companies (Regulation) (Removal of Difficulties) Order, 2008 dated January 24, 2008, would expire on the above date;

And whereas no company has so far been granted a certificate of registration under Section 5 of the Act to commence or carry on the business of credit information;

And whereas it has become necessary for giving effect to the provisions of the Act to extend the aforesaid time limit from 1st January, 2009 to 31st December, 2009 in order to facilitate the credit institutions to exercise their choice amongst the credit information companies in at least one of which they may become a member;

Now, therefore, in exercise of the powers conferred by Section 35 of the Credit Information Companies (Regulation) Act, 2005 (30 of 2005), the Central Government hereby makes the following Order; namely:-

Short title and commencement

1. (1) This Order may be called the Credit Information Companies (Regulation) (Removal of Difficulties) Order, 2008 (Second of 2008).
- (2) It shall come into force with effect from January 1, 2009.

Time limit for being member of a credit information company.

A credit institution in existence on the commencement of the Act, shall become member of at least one credit information company by 31-12-2009 under sub-section (1) of Section 15 of the Act.

[F. No. 7/67/2005-BOA]

D.D. MAHESHWARI, Under Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 3 दिसम्बर, 2008

का.आ. 3337.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

मुख्य महाप्रबंधक दूरसंचार, महाराष्ट्र परिमंडल, भा.सं.नि.लि., मुंबई-54

महाप्रबंधक दूरसंचार, भारत संचार निगम लिमिटेड, तार घर परिसर, अहमदनगर-414001 महाराष्ट्र

[सं. ई. 11016/1/2007-रा. भा. (पार्ट-I)]

सुधा श्रोत्रिय, संयुक्त सचिव (प्रशासन)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(Rajbhasha Department)

New Delhi, the 3rd December, 2008

S.O. 3337.—In pursuance of rule 10(4) of the Official Language (Use for official purposes of the Union), rules, 1976 (as amended-1987), the Central Government hereby notifies the following Office under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications where of more than 80% of staff have acquired working knowledge of Hindi.

Chief General Manager Telecom., Maharashtra Circle, B.S.N.L., Mumbai-54

General Manager Telecom, BSNL., Telegraph Office Complex, Ahmednagar-414001 Maharashtra.

[No. E. 11016/1/2007-O.L. (Part-I)]

SUDHA SHROTRIA, Jt. Secy. (Admn.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 3 दिसम्बर, 2008

का.आ. 3338.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं;

अनुसूची

क्र. सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1	आईएस 1239 (पार्ट 1) : 2004 इस्पात की नलियां, नलिकाकार सामग्रियां तथा इस्पात की अन्य फिटिंग-विशिष्टि भाग 1 इस्पात की नलियां (छटा पुनरीक्षण)	संशोधन संख्या 3 मई 2008	27-11-2008

इन संशोधनों की प्रतियाँ भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुहावटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीटी 19/T-1]

श्रीमति मधुलिका प्रकाश, उप-महानिदेशक (तकनीकी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 3rd December, 2008

S.O. 3338.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & year of the Indian Standard(s) amendment(s)	No. & year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1	IS 1239 (Part 1) : 2004 Steel tubes, tubulars and other wrought steel fittings—Specification Part 1 Steel tubes (sixth revision)	Amendment no. 3 May, 2008	27-11-2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD I9/T-1]

SMT. MADHULIKA PRAKASH, Dy. Director General (Technical)

नई दिल्ली, 8 दिसम्बर, 2008

का.आ. 3339.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्र. सं	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1	आई एस 2556 (भाग 1) : 1994	5, अक्टूबर 2008	2 दिसम्बर 2008
2	आई एस 2556 (भाग 2) : 2004	1, अक्टूबर 2008	2 दिसम्बर 2008
3	आई.एस 2556 (भाग 4) : 2004	1, अक्टूबर 2008	2 दिसम्बर 2008
4	आई एस 12070 : 1987	1, नवम्बर 2008	30 नवम्बर 2008

इन संशोधनों की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 8th December, 2008

S.O. 3339.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :—

SCHEDULE

Sl. No.	No. & year of the Indian Standard(s)	No. & year of the amendment	Date from which the amendment shall have effect
1	2	3	4
1	IS 2556 (Part 1) : 1994	5, October 2008	2nd December, 2008
2	IS 2556 (Part 2) : 2004	1, October 2008	2nd December, 2008
3	IS 2556 (Part 4) : 2004	1, October 2008	2nd December, 2008
4	IS 12070 : 1987	1, November 2008	30th November, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 8 दिसम्बर, 2008

का.आ. 3340.—भारतीय मानक व्यूरो (प्रमाणन) विनियम 1988 के नियम (5) के उप-नियम (6) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेन्सों को उनके आगे दर्शायी गई तारीख से रद्द (Cancelled) कर दिया गया है:-

अनुसूची

क्रम सं.	लाइसेंस नं. सं.	लाइसेन्सधारी का नाम व पता	लाइसेन्स के अंतर्गत वस्तु/प्रक्रम से संबंधित भारतीय मानक का शीर्षक व संबंधित भा. मा.	रद्द करने की तिथि
अगस्त 2008				
1	8440169	मैसर्स चेतानी इलैक्ट्रिकल इन्डिपर्नेंट्स ई-227, रोड नं. 9-ई विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302 013 (राजस्थान)	7809 (भाग 3/सैक्षण-1) : 1986 प्रेशर सेन्सिटिव एडहेसिव इन्सुलेटिंग टेप्स फॉर इलैक्ट्रिकल परपज-भाग-3-रिक्वायरमेंट फॉर इन्डिविजुअल मैट्रियल्स-सैक्षण 1-प्लास्टिसाइज्ड पोलीविनाइलक्लोराइड टेप्स विद नॉन-थर्मोसेटिंग एडहेसिव	26-7-2008

[संख्या सीएमडी/55]

पी. के. गम्भीर, उप महानिदेशक (मुहर)

New Delhi, the 8th December, 2008

S.O. 3340.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards hereby notifies that the licence(s) particulars of which is/are given below has/have been Cancelled with effect from the date indicated.

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
AUGUST 2008				
1	8440169	Chetani Electrical Equipments E-227, Road No. 9-E, Vishwakarma Industrial Area, Jaipur, Rajasthan-302013	7809 (Part 3/Sec. 1) : 1986 Pressure Sensitive Adhesive Insulating Tapes for Electrical Purpose-Part 3-requirements for Individual Materials-Section 1-Plasticized Polyvinylchloride Tapes with Non-Thermosetting Adhesive.	26-07-2008

[No. CMD/55]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 8 दिसम्बर, 2008.

का.आ. 334.—भारतीय मानक व्यूरो (प्रमाणन) विनियम 1988 के नियम (4) के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों का विवरण नीचे अनुसूची में दिये गये हैं, वे स्वीकृत कर दिये गए हैं:-

अनुसूची

क्रम सं.	लाइसेंस सं.	चालू तिथि	लाइसेन्सधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
1	2	3	4	5
अगस्त 2008				
1.	8952806	28-07-2008	मैसर्स सूर्योश इलैक्ट्रिकल इण्डस्ट्रीज एफ-255 ए, रोड नं. 13, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302013 (राजस्थान)	398 (भाग 2) : 1996 ए.सी.एस.आर.

1	2	3	4	5
2.	8953505	28-07-2008	मैसर्स कमल स्पन पाईप डी-54, माधोसिंह रोड, बनीपार्क, जयपुर (राजस्थान)	458:2003 प्रीकास्ट कांक्रीट पाईप्स (विद एवं विदआउट रिफ्नोर्समेंट)
3.	8955913	13-08-2008	मैसर्स पाल इण्डस्ट्रीज 34, औद्योगिक क्षेत्र, रोड नं. 5, रानी बाजार, बीकानेर-334001 (राजस्थान)	651:2007 साल्ट ग्लेज्ड स्टोनवेयर पाईप एण्ड फिटिंग्स
4.	8956006	13-08-2008	मैसर्स राजस्थान पाईप इण्डस्ट्री एफ-74 एवं 75, बीचबाल औद्योगिक क्षेत्र, बीकानेर-334006 (राजस्थान)	651:2007 साल्ट ग्लेज्ड स्टोनवेयर पाईप एण्ड फिटिंग्स
5.	8956107	13-08-2008	मैसर्स बसन्त इण्डस्ट्रीज एफ-140-141-154, बीचबाल औद्योगिक क्षेत्र, बीकानेर-334006 (राजस्थान)	651:2007 साल्ट ग्लेज्ड स्टोनवेयर पाईप एण्ड फिटिंग्स
6.	8959214	14-08-2008	मैसर्स एम. बी. सन्स (जे) बैराठी भवन, एम. आई. रोड, जयपुर-302001 (राजस्थान)	1417:1999 स्वर्णाभूषणों की हॉलमार्किंग
7.	8959315	14-08-2008	मैसर्स माया ज्वैल पैलेस 28-29 डी, पल्लिक पार्क, अम्बेडकर चौक के पास, श्रीगंगानगर-335001 (राजस्थान)	1417:1999 स्वर्णाभूषणों की हॉलमार्किंग
8.	8959618	22-08-2008	मैसर्स बिनानी सीमेन्ट लि. (सीजीयू) गॉव सिरोही, तहसील नीम का थाना, जिला सीकर-332 714 (राजस्थान)	1489 (भाग 1):1991 पोर्टलैण्ड पोजोलाना सीमेन्ट-भाग 1 फ्लाई ऐशा बेस्ड
9.	8957210	14-08-2008	मैसर्स एम. बी. सन्स (जे) बैराठी भवन, एम. आई. रोड, जयपुर-302 001 (राजस्थान)	2112:2003 रजत आभूषणों की हॉलमार्किंग
10.	8955004	06-08-2008	मैसर्स निखिल इण्टरनेशनल बी-70, वाईस गोदाम, जयपुर-302 006 (राजस्थान)	4266:1967 लॉकर्स, बैडसाईज फॉर हॉस्पिटल यूज
11.	8954002	01-08-2008	मैसर्स कोईस केबल्स इण्डस्ट्रीज प्रा. लि. ई-525 एवं ई-519, चौपान्की, रीको औद्योगिक क्षेत्र, भिवाड़ी, जिला-अलवर (राजस्थान)	7098 (भाग 1):1988 एक्सएलपीइ इन्स्लेटेड पीवीसी शीथेड केबल्स
12.	8959517	18-08-2008	मैसर्स बिनानी सीमेन्ट लि. (सीजीयू) गॉव सिरोही, तहसील नीम का थाना, जिला सीकर-332 714 (राजस्थान)	8112:1989 43 ग्रेड ऑर्डिनरी पोर्टलैण्ड सीमेन्ट
13.	8961302	25-08-2008	मैसर्स श्री कृष्ण इण्डस्ट्रीज ई-351, रोड नं. 14, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302 013 (राजस्थान)	9523:2000 डक्टाईल आयरन फिटिंग्स फॉर प्रेशर पाईप्स फॉर वॉटर, गैस एण्ड सीवेज
14.	8959414	18-08-2008	मैसर्स बिनानी सीमेन्ट लि. (सीजीयू) गॉव सिरोही, तहसील नीम का थाना, जिला सीकर-332 714 (राजस्थान)	12269:1987 53 ग्रेड ऑर्डिनरी पोर्टलैण्ड सीमेन्ट
15.	8953404	28-07-2008	मैसर्स दिनेश इरीगेशन प्रा. लि. 86 बी II, झोटवाडा औद्योगिक क्षेत्र, जयपुर-302 012 (राजस्थान)	14151 (भाग 1):1999 इरीगेशन इक्विपमेंट-स्प्रिंकलर पाईप्स - भाग 1 - पोलीथिलीन पाईप्स
16.	8953909	01-08-2008	मैसर्स त्रहचा केबल्स प्रा. लि. एफ-172/173, बिन्दायका औद्योगिक क्षेत्र, रोड नं. 9, फेज II, बिन्दायका, जयपुर-302 012 (राजस्थान)	14927 (भाग 2):2001 केबल ट्रॉकिंग एण्ड डक्टाईल सिस्टम्स, इन्टर्डेड फॉर माउण्टिंग ऑन वॉल्स ऑर सीलिंग

1	2	3	4	5
17.	8960094	25-08-2008	मैसर्स विनय पम्प्स (इण्डिया) प्रा. लि. एफ-796, रोड नं. 14, विश्वकर्मा औद्योगिक क्षेत्र, जयपुर-302 013 (राजस्थान)	15500 (भाग 4) :2004 डीपवैल हैण्डपम्प्स, कम्पोनेन्ट्स एण्ड स्पेशल टूल्स-स्टील कम्पोनेन्ट्स
18.	8960397	22-08-2008	मैसर्स निखिल इंटरनेशनल बी-70, बाईस गोदाम, जयपुर-302 006 (राजस्थान)	4787:1968 टेबल, एक्जामिनेशन

[सं. सीएमडी/13:11]
पी. के. गांधीर, उप महानिदेशक (मुहर)

New Delhi, the 8th December, 2008

S.O. 3341.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards hereby notifies the grant of licence particulars of which are given in the following schedules.

SCHEDULE

Sl. No.	Licence No. (CM/L)	Operative Date	Name and Address of the Licensee	Article/Process covered by the licences and the relevant IS: Designation
1	2	3	4	5
August 2008				
1.	8952806	28-07-2008	M/s. Suryansh Electrical Industries F-255A, Road No. 13, VKI Area, Jaipur-302013 (Rajasthan)	398 (Part 2) : 1996 ACSR
2.	8953505	28-07-2008	M/s. Kamal Spun Pipe D-54, Madho Singh Road, Bani Park, Jaipur (Rajasthan)	458:2003 Precast Concrete Pipes (with and without reinforcement)
3.	8955913	13-08-2008	M/s. Pal Industries 34, Industrial Area, Road No. 5, Rani Bazar, Bikaner-334 001 (Rajasthan)	651:2007 Salt Glazed Stoneware Pipe & Fittings
4.	8956006	13-08-2008	M/s. Rajasthan Pipe Industries F-74 & 75, Bichhwal Indl. Area, Bikaner-334 006 (Rajasthan)	651:2007 Salt Glazed Stoneware Pipe & Fittings
5.	8956107	13-08-2008	M/s. Basant Industries F-140-141-154, Bichhwal Industrial Area, Bikaner-334006 (Rajasthan)	651:2007 Salt Glazed Stoneware Pipe & Fittings
6.	8959214	14-08-2008	M/s. M. B. Sons (J) Bairathi Bhawan, M. I. Road, Jaipur-302 001 (Rajasthan)	1417:1999 Hallmarking of Gold Jewellery
7.	8959315	14-08-2008	M/s. Maya Jewel Palace 28-29 D, Public Park, Near Ambedkar Chowk, Sri Ganganagar-335 001 (Rajasthan)	1417:1999 Hallmarking of Gold Jewellery
8.	8959618	22-08-2008	M/s. Binani Cement Ltd. (CGU) Vill.: Sirohi, Teh.: Neem Ka Thana, Sikar-332 714 (Rajasthan)	1489 (Part 1): 1991 Portland Pozzolana Cement Part 1-Fly Ash Based
9.	8957210	14-08-2008	M/s. M. B. Sons (J) Bairathi Bhawan, M. I. Road, Jaipur-302 001 (Rajasthan)	2112:2003 Hallmarking of Silver Jewellery
10.	8955004	06-08-2008	M/s. Nikhil International B-70, Bais Godam, Jaipur-302 006 (Rajasthan)	4266:1967 Lockers, Bedside for Hospital use
11.	8954002	01-08-2008	M/s. Cords Cables Industries Pvt. Ltd. A-525 & E-519, Chopanki, RIICO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan	7098 (Part 1):1988 XLPE Industrial PVC Sheathed Cables

1	2	3	4	5
12.	8959517	18-08-2008	M/s. Binani Cement Ltd. (CGU) Vill.: Sirohi, Teh.: Neem Ka Thana Sikar-332 714 (Rajasthan)	8112:1989 43 Grade Ordinary Portland Cement
13.	8961302	25-08-2008	M/s. Shri Krishna Industries E-351, Road No. 34, V.K.I. Area Jaipur-302 013 (Rajasthan)	9523:2000 Ductile Iron Fittings for Pressure Pipes for Water, Gas and Sewage
14.	8959416	18-08-2008	M/s. Binani Cement Ltd. (CGU) Vill.: Sirohi, Teh.: Neem Ka Thana Sikar-332 714 (Rajasthan)	12269:1987 55 Grade Ordinary Portland Cement
15.	8953404	28-07-2008	M/s. Dinesh Irrigation Pvt. Ltd. 86 B II, Jhotwara Industrial Area Jaipur-302 012 (Rajasthan)	14151 (Part I): 1999 Irrigation Equipment-Sprinkler Pipes-Part 1-Polyethylene Pipes
16.	8953909	01-08-2008	M/s. Richa Cables Private Limited F-172/173, Bindayaka Indl. Area, Road No. 09, Phase-II, Bindayaka, Jaipur-302 012 (Rajasthan)	14927 (Part 2): 2001 Cable Trunking and Ducting Systems, Intended for Mounting on Walls or Ceiling
17.	8960094	25-08-2008	M/s. Vinay Pump (India) Pvt. Ltd. F-796, Road No. 14, V.K.I. Area, Jaipur-302 013 (Rajasthan)	15500 (Part 4): 2004 Deepwell Handpumps, Components and Special Tools- Steel Components
18.	8960397	22-08-2008	M/s. Nikhil International B-70, Bais Godam Jaipur-302 006 (Rajasthan)	4787:1968 Table, Examination

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

कोयला मंत्रालय

नई दिल्ली, 18 दिसम्बर, 2008

का. आ. 3342.—कोयलाधारी क्षेत्र (अधिग्रहण और विकास) अधिनियम 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्र सरकार, 05 जून, 2008 को भारत के राजपत्र के भाग II, खण्ड 3, उपखण्ड (ii) में प्रकाशित 5 जून, 2008 के का.आ. 1385 के अनुसार भारत सरकार, कोयला मंत्रालय की अधिसूचना को एतद्वारा संशोधित करती है, अर्थात् :-

उक्त अधिसूचना में :-

1. पगार गांव के संबंध में प्लाटों की सूची में :
 - (i) प्लाट सं. "346" के स्थान पर प्लाट संख्या "346(भाग)" प्रतिस्थापित किया जाएगा।
 - (ii) प्लाट सं. "3884 (भाग)" के स्थान पर प्लाट संख्या "2884(भाग)" प्रतिस्थापित किया जाएगा।
2. गांव लोचर के संबंध में प्लाटों की सूची में :

प्लाट सं. "330/38" के स्थान पर प्लाट संख्या "330/282" प्रतिस्थापित किया जाएगा।

MINISTRY OF COAL

New Delhi, the 18th December, 2008

S.O. 3342.—In exercise of powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby amends the notification of the Government of India, Ministry of Coal vide number S. O. 1385 dated 5th June, 2008 published in the Gazette of India, Part-II, Section-3, sub-section (ii) dated June 14, 2008 namely :—

In the said notification :—

1. In the list of plots in respect of village Pandu :

Plot number "680/1559" shall be substituted by plot number "682/1559".
2. In the list of plots in respect of village Pagar :
 - (i) Plot number "3884 (Part)" shall be substituted by plot number "2884 (Part)".
 - (ii) Plot number "2227 to 2294" shall be substituted by plot numbers "2227 to 2694".

[E. No. 43015/8/2006-PRIW-I (Vol. II)]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 दिसम्बर, 2008

का. आ. 3343.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भास्त के राजपत्र में प्रकाशित अधिसूचनाओं से निम्नलिखित संशोधन करने का निर्देश देती हैं का. आ. 2362, दिनांक 23 अगस्त 2008, भारत के राजपत्र खण्ड 3 उपखण्ड (ii) दिनांक अगस्त 17—अगस्त 23, 2008, के पृष्ठ 4810 में प्रकाशित अनुसूची को इस तरह पढ़ा जावें।

क्रमांक	राज्य	जिला	तहसील	गाँव	खसरा संख्या	क्षेत्रफल		
						हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8	9
1	राजस्थान	पाली	बाली	भीटवाड़ा	90	0	1	53
					86/1458	0	11	88
					85	0	11	27
					674	0	21	60
					670	0	1	03
					131	0	12	74

[फा. सं. आर-25011/8/2006-ओ.आर.-I]

एस. के. चिटकारा, अकर सचिव

Ministry of Petroleum & Natural Gas.

New Delhi, the 3rd December, 2008

S.O. 3343.— In exercise of the powers conferred by Sub-section (i) of Section 3 and Subsection (1) of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962), the Central Government hereby makes the following amendments in the notifications of Government of India in the Ministry of Petroleum and Natural Gas as under namely:-

In SO no. 2362 dated 23rd August'2008 published in Gazette of India Part II section 3, Sub section (ii) dated August 17- August 23, 2008 at page 4810, the schedule should be read as follows:

SL.no.	State	District	Tehsil	Village	Khasara no.	SCHEDULE		
						Hect.	Ara	Sq.mtr.
1	2	3	4	5	6	7	8	9
1	Rajasthan	Pali	Bali	Bheetwara	90	0	1	53
					86/1458	0	11	88
					85	0	11	27
					674	0	21	60
					670	0	1	03
					131	0	12	74

[F. No. R-25011/8/2006-O.R.-I]

S. K. CHITKARA, Under Secy.

गई दिल्ली, 12 दिसंबर, 2008

शुद्धिपत्र

का. अ. 3344.—भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii) तारीख 25 जून, 2006 से तारीख 1 जुलाई, 2006 में सं. का. अ. 2506 तारीख 27 जून, 2006 प्रकाशित अधिसूचना में निम्नलिखित शब्दों और अंकों के स्थान पर संशोधित करती हैः—

**स्तम्भ 1 में “आर 2/18, राज नगर, गाजियाबाद (उत्तर प्रदेश)”
शब्दों और अंकों के स्थान पर**

**“मकान नं. एस, ए-4 शास्त्री नगर, गाजियाबाद (उत्तर प्रदेश)”
शब्द और अंक रखे जायें।**

[फा. सं. एल-14014/19/2006-जी.पी.]

के.के. शर्मा, अवर सचिव

New Delhi, the 18th December, 2008

Corrigendum

S. O. 3344.—In the Notification published in part II Section 3, Sub-section (ii) of the Gazette of India for the period from 25.06.2006 to 01.07.2006 vide S.O 2506 dated 27.06.2006, for the words and numbers –

“R-2/18 Raj Nagar Gaziabad (Uttar Pradesh)”

following words and numbers may be substituted –

‘House No. SA-4 Shastri Nagar Gaziabad (Uttar Pradesh)

[F. No. L-14014/19/2006-G.P.]
K.K. SHARMA, Under Secy.

गई दिल्ली, 12 दिसंबर, 2008

का. अ. 3345.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 10-05-2008, में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना आ. संख्या 1037 तारीख 06-05-2008 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची तालुका-मुलबागल, जिल्ला - कोलार, राज्य - कर्नाटक में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली की रिफैनरी से देवनगुडी टॉर्मिनल, बैंगलुरु तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड, द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां ता. 13-07-2008, और 15-10-2008 जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कोर्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

तालुक : मुलबागल	जिला : कोलार	राज्य : कर्नाटक		
		सर्वेक्षण सं- खण्ड सं. / उप-खण्ड सं.	क्षेत्रफल हेक्टर	एयर वर्ग मिटर
चिक्कागुट्टाहल्लि	1	00	07	85
संगोडाहल्लि	82	00	06	91
चूनापुरा	116/10	00	07	20
उरकुंटेमिट्टुर	348	00	06	39
मिणिजेनहल्लि	36/4	00	00	10
	34	00	03	44
	82/6	00	03	21
	31/4	00	02	45
येडाहल्लि	102	00	29	79

[फा. सं. आर-25011/8/2008-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 12th December, 2008

S. O. 334S.—Whereas by the notification of the Government of India Ministry of Petroleum and Natural Gas, S.O. 1037 dated 06-05-2008 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule relating to Taluka : Mulbagal, District : Kolar, State : Karnataka annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bengaluru, by the Indian Oil Corporation Limited.

And whereas, the copies of the said Gazette Notification were made available to the general public on 13-07-2008 and 15-10-2008.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the schedule appended to this notification should be acquired.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule annexed to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : Mulbagal	District : Kolar	State : Karnataka		
Name of the Village	Survey No./Sub-Division No.	Area		
		Hectare	Are	Sq. Mtr.
Chikkaguttahalli	1	00	07	85
Sangodahalli	82	00	06	91
Channapura	116/10	00	07	20
Urakuntemitturu	348	00	06	39

1	2	3	4	5
Minjenahalli	36/4	00	00	10
	34	00	03	44
	82/6	00	03	21
	31/4	00	02	45
Yedahalli	102	00	29	79

[F. No. R-25011/8/2008-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 12 दिसम्बर, 2008

का. आ. 3346.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 10-05-2008 और 07-06-2008, में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का आ. संख्या 1038 और 1278 तारीख 06-05-2008 और 23-05-2008, द्वारा उस अधिसूचना से उपाबद्ध अनुसूची तालुका-बंगारपेट, जिल्ला - कोलार, राज्य - कर्नाटक में पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली की रिफ़ैनरी से देवनगुडि टॉर्मिनल, बैंगलुरु तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड, चेन्नै द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां ता. 13-07-2008, और 15-10-2008 जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

तालुका : बंगरपेट	विला : कोलार	राज्य : कर्नाटक		
		सर्वेक्षण सं- खण्ड सं./उप-खण्ड सं.	क्षेत्रफल	
गाँव का नाम		हेक्टर	एयर	वर्ग मिटर
जयमंगला	130/P1	00	54	11
कंगानस्तुर	64	00	01	28
कामण्डहल्लि	73	00	00	38
मावहूल्लि	57/2	00	01	33
सिङ्डानहल्लि	98/P7	00	33	84
अशंतगौत्त्वाहल्लि	10	00	01	44
मुगालाखेले	17	00	09	58
सूलकुट्टि	21/1P	00	32	40
निलकण्ठपूरा	19	00	00	09
मीठमत्त्वाहल्ली	36	00	01	44
	37	00	00	90
	34	00	19	26
	33	00	22	68
	20	00	27	00
	21	00	07	15
	15	00	10	08

1	2	3	4	5
मीठमल्लहल्ली	3	00	25	20
	2	00	06	12
	75	00	05	04
	5	00	05	04
	72	00	00	90
	77	00	09	36
	76	00	03	40
	79	00	05	40
	80	00	10	80
	84	00	12	60
	81	00	16	92
	53	00	88	80

[फा. सं. आर-25011/8/2008-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 12th December, 2008

S. O. 3346.—Whereas by the notification of the Government of India. Ministry of Petroleum and Natural Gas. S.O. 1038 & 1278 dated 06-05-2008 & 23-05-2008 under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule relating to Taluka: Bangarpet, District : Kolar, State : Karnataka annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bengaluru, by the Indian Oil Corporation Limited.

And whereas, the copies of the said Gazette Notification were made available to the general public on 13-07-2008 and 15-10-2008.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the schedule appended to this notification should be acquired.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act. the Central Government hereby declares that right of user in the land specified in the schedule annexed to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act. the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : Bangarpet		District : Kolar	State : Karnataka				
Name of the Village	Survey No/Sub-Division No	Area			Hectare	Are	Sq. Mtr.
		Hectare	Are	Sq. Mtr.			
Jayamangala	130/P1	00	54	11			
Kanganallur	64	00	01	28			
Kamandahalli	73	00	00	38			
Mavahalli	57/2	00	01	33			
Siddanhalli	98/P7	00	33	84			
Akshantragollahalli	10	00	01	44			
Mugalabele	17	00	09	58			
Sulakunte	21/1P	00	32	40			
Neelakanthapura	19	00	00	09			

1	2	3	4	5
Mittmalahalli	36	00	01	44
	37	00	00	90
	34	00	19	26
	33	00	22	68
	20	00	27	00
	21	00	07	15
	15	00	10	08
	3	00	25	20
	2	00	06	12
	75	00	05	04
	5	00	05	04
	72	00	00	90
	77	00	09	36
	76	00	03	40
	79	00	05	40
	80	00	10	80
	84	00	12	60
	81	00	16	92
	53	00	88	80

नई दिल्ली, 12 दिसम्बर, 2008

का. आ. 3347.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 10-05-2008 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का आ. संख्या 1039 तारीख 06-05-2008 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची तालुका- मालुर, जिल्हा- कोलार, राज्य -कर्नाटक में चेन्नै पेट्रोलियम कॉर्पोरेशन लिमिटेड, मनाली की रिफैनरी से देवनगुड़ि टॉर्मिनल, बैगलुर तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड, द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां ता. 13-07-2008, और 15-10-2008 जनता को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूचि में विनिर्दिष्ट भूमि में उपयोग का अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कॉर्पोरेशन लिमिटेड में सभी विल्लागमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

तालुक : मालुर	जिला : कोलार	राज्य : कर्नाटक		
		सर्वोक्षण सं.	क्षेत्रफल	
गाँव का नाम	खण्ड सं./उप-खण्ड सं.	हेक्टर	एयर	कर्म मिलर
निधरमंगला	32	00	00	93
कडसनहल्ल	23	00	17	44
वडगनहल्ल	73/3	00	18	00
माडिभला	170/3	00	18	34

[फा. सं. आर-25011/8/2008-ओ.आर.-I]

एस. के. चिटकारा, अबर सचिव

New Delhi, the 12th December, 2008

S. O. 3347.—Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. 1039 dated 06-05-2008 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule relating to Taluka : Malur, District : Kolar, State : Karnataka annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bengaluru, by the Indian Oil Corporation Limited.

And whereas, the copies of the said Gazette Notification were made available to the general public on 13-07-2008 and 15-10-2008.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the schedule appended to this notification should be acquired.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule annexed to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : Malur		District : Kolar	State : Karnataka		
Name of the Village	Survey No/Sub-Division No.	Area			Sq. Mtr.
		Hectare	Are	Sq. Mtr.	
Nidharmangala	32	00	00	93	
Kadasannahalli	23	00	17	44	
Vadaganahalli	73/3	00	18	00	
Madivala	170/3	00	18	34	

[F. No. R-25011/8/2008-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 12 दिसंबर, 2008

का. आ. 3348.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 10-05-2008 और 7-06-2008 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का अ. संख्या 1040 और 1279 तारीख 06-05-2008 और 23-05-2008 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची ताल्लुका-होस्कोटे, जिल्हा - बैगलुरु रूरल, राज्य - कर्नाटक में पेट्रोलियम कोर्पोरेशन लिमिटेड, जनती की लिस्टेरी से देवनगुहि टॉवर्नमेंट, बैगलुरु तक पेट्रोलियम, उत्पादों के परिवहन के लिए इंडियन ऑयल कोर्पोरेशन लिमिटेड, चेन्नै द्वारा पाइपलाइन बिछाने के प्रयोगन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त राजपत्र अधिसूचना की प्रतियां ता. 13-07-2008 और 15-10-2008 जनता को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अंजित किया जाए;

अतः, अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय इंडियन ऑयल कोर्पोरेशन लिमिटेड में सभी बिल्लगमों से मुक्त होकर प्रकाशन की इस तारीख से निहित होगा।

अनुसूची

तालुका : होस्कोटे	जिला : बैगलुरु रूरल	राज्य : कर्नाटक		
		सर्वेक्षण सं- खण्ड सं./उप-खण्ड सं.	क्षेत्रफल हेक्टर	एयर वर्ग मिटर
टिङ्लु	36/A	00	00	25
तरवहल्लि	39	00	00	40
देवरगोल्लहल्ली	20	00	57	41
देवरगोल्लहल्ली	23	00	01	00
	25	00	27	15
	24	00	24	81

[फा. सं. आर-25011/8/2008-ओ.आर.-I]

एस. के. चिट्कारा, अवर सचिव

New Delhi, the 12th December, 2008

S. O. 3348.— Whereas by the notification of the Government of India, Ministry of Petroleum and Natural Gas, S.O. 1040 & 1279 dated 06-05-2008 & 23-05-2008 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land specified in the schedule relating to Taluka : Hoskote, District : Bengaluru rural, State : Karnataka annexed to that notification for the purpose of laying pipeline for the transportation of Petroleum Product from Refinery of Chennai Petroleum Corporation Limited, Manali to Devanguthi Terminal, Bengaluru, by the Indian Oil Corporation Limited.

And whereas, the copies of the said Gazette Notification were made available to the general public on 13-07-2008 and 15-10-2008.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that right of user in the land specified in the schedule appended to this notification should be acquired.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the schedule annexed to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vests from the date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluka : Hoskote		District : Bengaluru Rural	State : Karnataka		
Name of the Village	Survey No/Sub-Division No.	Area			Sq. Mtr.
		Hectare	Are	Sq. Mtr.	
Tindlu	36/A	00	00	25	
Tarabhalli	39	00	00	40	

	१	२	३	४	५
Devragollahally		20	00	57	41
	&				
Devragollahally		23	00	01	00
		25	00	27	15
		24	00	24	81

[F. No. R-25011/8/2008-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 12 दिसम्बर, 2008

का. आ. 3349.—केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी, भारत के राजपत्र, तारीख 26 अप्रैल, 2008 में प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. संख्या 894 तारीख 24 अप्रैल, 2008 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में, गुजरात राज्य में स्थापित कोयली – दहेज पाइपलाइन की शाखा आमोद से हजीरा तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 1 मई, 2008 को उपलब्ध करा दी गई थीं;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किया जाए;

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए इंडियन ऑयल कार्पोरेशन लिमिटेड में सभी विल्लगमों से मुक्त घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

राज्य	जिला	तालुका	गाँव	सर्वेक्षण सं. -		उप - खण्ड सं.	क्षेत्रफल		
				खण्ड सं.	सं.		हेक्टेसर	एयर	वर्गमीटर
1	2	3	4	5	6	7	8	9	
गुजरात	सुरत	ओलपाड	ऊमराढी	78			00	00	29
				88			00	09	82
				79			00	20	89
				80			00	13	11
				86	2		00	23	30
				234			00	16	06
				243			00	14	60
				242			00	06	82
				244			00	09	45
				245			00	21	31
				247			00	17	58
				248			00	04	52
				249			00	12	37
				250			00	39	44
				251			00	00	20
				305	A		00	06	87
				297			00	25	01
				295			00	22	46
				294	B		00	28	45
				289			00	01	27
				290			00	04	05
				286			00	11	35
				285			00	24	73
				284			00	10	59
				283			00	18	31
वडोली				644	P		00	13	76
				645			00	02	53
				648			00	10	99
				651			00	00	29
				655			00	24	62
				656			00	13	75
				562			00	31	91
				563			00	01	27
				564			00	23	65
				624			00	17	10
				573	P		00	11	23
				574			00	18	74
				575	P2		00	06	19
				576			00	33	60
				584			00	11	82
				583	P		00	24	67
				589			00	00	81
				582			00	27	50
				580			00	22	79
				593	P1		00	15	50
				593	P2		00	13	26
				170			00	01	33

1	2	3	4	5	6	7	8	9
			पारडीभादोल	199	P	00	22	41
				190		00	07	09
				198	P2	00	32	07
				203		00	01	85
				204	P1	00	40	90
				211		00	47	27
				214		00	05	52
				215		00	24	24
				217		00	07	23
				219		00	11	81
				220		00	00	05
				222		00	26	06
				223		00	26	89
				240		00	11	37
				241		00	00	66
				239		00	13	00
				237		00	25	03
				238		00	00	96
				236		00	02	38
				231		00	17	80
				232		00	08	80
				255	A	00	40	75
				256		00	02	24
				257		00	06	06
			कणमी	149		00	07	08
				148	P2	00	08	43
				207	P2	00	20	78
				207	P1	00	23	18
				199	P1	00	19	62
				200		00	15	02
				195		00	17	52
				192		00	11	10
				193		00	22	33
				189		00	34	30
				188		00	17	38
				186		00	23	30
				184		00	05	13
			वीहारा	92		00	15	41
				109		00	22	20
				110		00	15	33
				104		00	02	27
				105		00	24	40
				102		00	19	93
				142		00	13	74
				141		00	01	61
				144	P1	00	08	72
				143		00	06	32
				153		00	00	89
				154		00	24	46
				145		00	03	11
				162	P3	00	16	79
				152		00	11	59
				151		00	36	50

1	2	3	4	5	6	7	8	9
			वीहारा	149		00	04	72
			(जारी)	179		00	16	06
				180		00	14	95
				183		00	03	52
				184		00	13	23
				185		00	11	42
				188		00	01	27
				189		00	22	37
				191		00	06	97
				196		00	00	78
				192		00	18	69
				193		00	05	59
			मोरथाण	202		00	03	06
				206		00	01	05
				205		00	11	03
				204		00	23	54
			203	A	00	02	66	
			203	B	00	11	34	
				213		00	14	18
				201		00	15	67
				200		00	15	61
				199		00	17	81
				196		00	11	89
			191	A	00	21	86	
				187		00	02	78
				188		00	26	69
				189		00	32	62
			अछारण	303		00	22	79
				314		00	35	44
				223		00	06	10
				235		00	30	76
				234		00	08	61
			237	P	00	34	12	
				238		00	08	99
				248		00	26	76
				249		00	07	00
				250		00	01	06
				274		00	19	45
				275		00	00	66
				273		00	17	71
				252		00	20	89
				268		00	32	42
				265		00	01	96
			सांडीयेर	235		00	37	27
				233		00	23	85
				234		00	12	38
			230	A	00	12	95	
				251	P1	00	08	19
				251	P2	00	11	85
				252		00	21	63
				253		00	01	42
				249		00	08	86

1	2	3	4	5	6	7	8	9
			साठीयेर	256	A	00	19	83
			(जारी)	256	B	00	13	86
				267	A	00	30	24
				267	B	00	11	01
				269		00	21	55
				325		00	19	86
				324		00	21	78
				323		00	14	34
				314		00	01	63
				319		00	08	45
				317		00	02	31
				318		00	08	37
				352		00	21	99
				391		00	48	83
				390		00	05	59
				389		00	09	43
				388		00	10	94
				385		00	03	65
				384		00	04	97
				383		00	05	12
				382		00	08	62
				373		00	17	89
				381		00	02	79
				374		00	00	87
				380		00	10	95
				378		00	45	24
				420		00	11	81
				421		00	11	17
				422		00	16	76
				423		00	17	72
				424	P1	00	35	67
				425		00	19	18
				426		00	03	66
			करमला	95		00	11	18
				84		00	01	89
				67		00	00	55
				82		00	03	69
				68	B	00	16	84
				64		00	26	28
				63	P1	00	21	38
				63	P2	00	00	96
				62	B	00	00	05
				56		00	00	05
				57		00	27	86
				58	A	00	02	70
				58	B	00	05	79
				53		00	18	21
				54		00	16	50
				55		00	12	39
			कोसम	296		00	09	09
				313		00	29	57
				314		00	03	97

1	2	3	4	5	6	7	8	9
			कोसम	312		00	11	25
			(जारी)	311		00	06	04
				299		00	23	36
				300	B	00	11	21
				289	P2	00	12	08
				289	P1	00	29	05
				259		00	00	46
				263	P3	00	16	91
				260		00	25	59
				261		00	04	48
				230		00	10	31
				219		00	16	63
				218		00	02	79
				217		00	26	64
				223		00	00	17
				127		00	03	35
				128		00	04	19
				129		00	04	24
				130		00	00	28
				124		00	07	18
				123		00	21	31
				122		00	39	66
				116		00	05	04
			वडोद	228		00	24	39
				225	B	00	01	19
				235		00	06	14
				238		00	25	39
				237		00	21	17
				236		00	06	19
				239	B	00	00	05
			कनाद	159		00	03	69
				156		00	23	45
				155		00	06	10
				154		00	13	61
				180		00	02	63
				181		00	13	90
				182		00	15	14
				183		00	05	90
				153		00	00	13
				145		00	13	41
				144		00	25	13
				132		00	31	92
				133		00	00	27
				134		00	11	56
				135		00	26	45
				130		00	35	41
				128	A/P/3	00	18	23
				101	B	00	09	42
				125	P2	00	21	65
				125	P3	00	25	32
				125	P4	00	19	95
				123		00	04	08

1	2	3	4	5	6	7	8	9
			सरोली	17	00	20	00	
				15	00	22	02	
				14	00	00	07	
				21	00	31	65	
				22	00	10	97	
				28	00	11	83	
				27	00	06	30	
				43	00	00	48	
				45	00	26	86	
				76	00	28	44	
				74	00	13	28	
				75	00	18	27	
				110	00	22	01	
				71	00	10	45	
				70	00	11	87	
				69	00	10	09	
				68	00	15	99	
				198	00	18	43	
				197	00	17	22	
				165	00	00	29	
				196	00	02	14	
				168	00	32	07	
				169	00	15	57	
				171	00	09	82	
			चोरासी	वीहल	31	00	00	05
					32	00	22	37
					34	00	29	12
					34	P1	00	22
					46	P2	00	51
					1	00	10	79
					2	00	18	79
					7	00	00	05
					5	00	13	19
					6	00	06	47
					8	00	18	82
						P1	00	23
							22	
			वणकला	110	00	01	92	
				151	00	23	28	
				150	00	12	42	
				149	00	11	63	
				152	00	22	84	
				156	00	15	05	
				157	00	02	83	
				155	00	25	15	
				33	00	00	42	
				32	00	06	16	
				2	00	00	42	
				31	00	15	98	
				30	00	25	48	
				29	00	13	19	
				3	00	00	05	
				28	00	05	65	

1	2	3	4	5	6	7	8	9	
			वणकला	27		00	07	27	
			(जारी)	26		00	42	76	
				23		00	10	70	
				21		00	01	89	
				20		00	03	12	
			ओखा	84		00	03	80	
				86		00	11	27	
				87	A	00	16	73	
				91		00	27	45	
				90		00	09	95	
				95		00	22	62	
				94		00	15	28	
				108		00	35	49	
				107		00	16	81	
				106		00	07	26	
				105		00	13	41	
				104		00	25	13	
			ओलपाड	सेगवाढामा	405		00	06	16
					406		00	19	01
					401	A	00	22	42
					400	A	00	19	50
					418	B	00	01	20
					385		00	25	16
					399		00	00	05
					383		00	22	15
					384		00	03	45
					363	B	00	00	72
					316		00	33	40
					301		00	02	85
					302		00	03	85
					303		00	04	39
					304		00	05	56
					305		00	00	56
					307		00	00	80
					317		00	09	12
					318		00	00	73
					299		00	25	63
					284		00	00	10
					285	A	00	00	63
					289		00	03	78
					290		00	07	74
					294		00	07	77
					298		00	04	34
					264		00	08	44
					265		00	06	84
					263		00	00	91
					266		00	34	50
					248		00	00	46
					249		00	11	75
					253		00	10	91
					256		00	16	38

1	2	3	4	5	6	7	8	9
			भेसाण (जारी)	471		00	06	07
			मलगामा	105		00	20	40
				106		00	05	30
				108		00	15	27
				115		00	17	31
				109		00	04	48
				114		00	23	65
				116		00	26	74
				117		00	09	93
				118	P1	00	10	29
				119		00	17	99
				120		00	07	06
				121		00	05	68
				122		00	06	44
				123		00	13	80
				219		00	83	67
				222		00	25	87
				221		00	08	27
				223		00	01	50
			आसरमा	5		00	01	47
				4		00	22	04
				2	A1	00	11	60
				11	P1	00	04	66
				1	P1	00	30	72
			इच्छापोर	877	2	00	16	72
				878		00	37	10
				927		00	00	32
				879		00	13	72
				926		00	24	40
				923		00	14	40
				924	P1	00	17	02
				924	P3	00	07	88
				918/P1+773/P2		00	16	17
				892+919/P1		00	10	00
				893+913/1+914		00	10	26
				893		00	11	47
				894	1	00	04	56
				781		00	17	95
				780		00	10	19
				783		00	16	27
				784		00	01	55
				779	P2	00	09	16
				538	P1	00	03	80
				542		00	24	38
				541		00	01	51
				554	P1-1	00	08	29
				554	P1-2	00	08	02
				554	P1-3	00	08	20
				554	P2-1	00	08	74
				554	P2-2	00	07	93
				622	P1	00	08	58

1	2	3	4	5	6	7	8	9
			इच्छापत्र (जारी)	620+621 619	P1 P2	00 00	10 17	67 07

[फा. सं. आर-25011/1/2008-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 12th December, 2008

S. O. 3349.—Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas Number S.O. 894 dated 26-04-2008 under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the land specified in the schedule annexed to that notification for the purpose of laying a branch pipeline from existing Koyali – Dahej pipeline for the transportation of Petroleum Product from Amod to Hazira in the State of Gujarat by Indian Oil Corporation Limited;

And whereas, the copies of the said gazette notification were made available to the general public on the 1st May, 2008;

And whereas, the Competent Authority has submitted report to the Central Government;

And whereas, the Central Government has after considering the report and on being satisfied that said land is required for laying pipeline has decided to acquire the right of user their in;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule annexed to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government vest on this date of publication of this declaration in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

State	District	Taluka	Village	Survey / Block No.	Sub-Division No.	Area		
						Hect.	Are	Sq.mtr.
1	2	3	4	5	6	7	8	9
Gujarat	Surat	Olpad	Umreichhi	78		00	00	29
				88		00	09	82
				79		00	20	89
				80		00	13	11
				86	2	00	23	30
				234		00	16	06
				243		00	14	60
				242		00	06	82
				244		00	09	45
				245		00	21	31
				247		00	17	58
				248		00	04	52
				249		00	12	37
				250		00	39	44
				251		00	00	20
				305	A	00	06	87
				297		00	25	01
				295		00	22	46
				294	B	00	28	45
				289		00	01	27
				290		00	04	05
				286		00	11	35
				285		00	24	73
				284		00	10	59
				283		00	18	31
		Vadoli		644	P	00	13	76
				645		00	02	53
				648		00	10	99
				651		00	00	29
				655		00	24	62
				656		00	13	75
				562		00	31	91
				563		00	01	27
				564		00	23	65
				624		00	17	10
				573	P	00	11	23
				574		00	18	74
				575	P2	00	06	19
				576		00	33	60
				584		00	11	82
				583	P	00	24	67
				589		00	00	81
				582		00	27	50
				580		00	22	79
				593	P1	00	15	50
				593	P2	00	13	26
				170		00	01	33

1	2	3	4	5	6	7	8	9
			Pardibhadol	199	P	00	22	41
				190		00	07	09
				198	P2	00	32	07
				203		00	01	85
				204	P1	00	40	90
				211		00	47	27
				214		00	05	52
				215		00	24	24
				217		00	07	23
				219		00	11	81
				220		00	00	05
				222		00	26	06
				223		00	26	89
				240		00	11	37
				241		00	00	66
				239		00	13	00
				237		00	25	03
				238		00	00	96
				236		00	02	38
				231		00	17	80
				232		00	08	80
				255	A	00	40	75
				256		00	02	24
				257		00	06	06
				149		00	07	08
				148	P2	00	08	43
				207	P2	00	20	78
				207	P1	00	23	18
				199	P1	00	19	62
				200		00	15	02
				195		00	17	52
				192		00	11	10
				193		00	22	33
				189		00	34	30
				188		00	17	38
				186		00	23	30
				184		00	05	13
		Vihara		92		00	15	41
				109		00	22	20
				110		00	15	33
				104		00	02	27
				105		00	24	40
				102		00	19	93
				142		00	13	74
				141		00	01	61
				144	P1	00	08	72
				143		00	06	32
				153		00	00	89
				154		00	24	46
				145		00	03	11
				162	P3	00	16	79

1	2	3	4	5	6	7	8	9
			Vihara (Contd.)	82152 82151 82149 82179 82180 82183 82184 82185 82188 82189 82191 82196 82192 82193 82195	11 36 04 16 14 03 13 11 01 22 06 00 18 05	59 50 72 06 95 52 23 42 27 37 97 78 69 59		
			Morthan	81202 81206 81205 81204 81203 81203 81213 81201 81200 81199 81196 81191 81187 81188 81189	03 01 11 23 02 11 14 15 15 17 11 21 02 26 32	06 05 03 54 66 34 18 67 61 81 89 86 78 69 62		
			Achharan	13303 13314 13223 13235 13234 13237 13238 *13248 13249 13250 13274 13275 13273 13252 13268 13265	22 35 06 30 08 34 08 26 07 01 19 00 17 20 32 01	79 44 10 76 61 12 99 76 00 06 45 66 71 89 42 96		
			Sandhiar	235 233 234 230 251	37 23 12 12 08	27 85 38 95 19		

1	2	3	4	5	6	7	8	9
			Sandhiar (Contd.)	251	P2	00	11	85
				252		00	21	63
				253		00	01	42
				249		00	08	86
				256	A	00	19	83
				256	B	00	13	86
				267	A	00	30	24
				267	B	00	11	01
				269		00	21	55
				325		00	19	86
				324		00	21	78
				323		00	14	34
				314		00	01	63
				319		00	08	45
				317		00	02	31
				318		00	08	37
				352		00	21	99
				391		00	48	83
				390		00	05	59
				389		00	09	43
				386		00	10	94
				385		00	03	65
				384		00	04	97
				383		00	05	12
				382		00	08	62
				373		00	17	89
				381		00	02	79
				374		00	00	87
				380		00	10	95
				378		00	45	24
				420		00	11	81
				421		00	11	17
				422		00	16	76
				423		00	17	72
				424	P1	00	35	67
				425		00	19	18
				426		00	03	66
			Karmala	95		00	11	18
				84		00	01	89
				67		00	00	55
				82		00	03	69
				68	B	00	16	84
				64		00	26	28
				63	P1	00	21	38
				63	P2	00	00	96
				62	B	00	00	05
				56		00	00	05
				57		00	27	86
				58	A	00	02	70
				58	B	00	05	79
				53		00	18	21
				54		00	16	50
				55		00	12	39

1	2	3	4	5	6	7	8	9
			Kosam	296		00	09	09
				313		00	29	57
				314		00	03	97
				312		00	11	25
				311		00	06	04
				299		00	23	36
				300	B	00	11	21
				289	P2	00	12	08
				289	P1	00	29	05
				259		00	00	46
				263	P3	00	16	91
				260		00	25	59
				261		00	04	48
				230		00	10	31
				219		00	16	63
				218		00	02	79
				217		00	26	64
				223		00	00	17
				127		00	03	35
				128		00	04	19
				129		00	04	24
				130		00	00	28
				124		00	07	18
				123		00	21	31
				122		00	39	66
				116		00	05	04
			Vadod	228		00	24	39
				225	B	00	01	19
				235		00	06	14
				238		00	25	39
				237		00	21	17
				236		00	06	19
				239	B	00	00	05
			Kanad	159		00	03	69
				158		00	23	45
				155		00	06	10
				154		00	13	61
				180		00	02	63
				181		00	13	90
				182		00	15	14
				183		00	05	90
				153		00	00	13
				145		00	13	41
				144		00	25	13
				132		00	31	92
				133		00	00	27
				134		00	11	56
				135		00	26	45
				130		00	35	41
				128	A/P/3	00	18	23
				101	B	00	09	42
				125	P2	00	21	65
				126	P3	00	25	32
				125	P4	00	19	95
				123		00	04	08
			Saroli	17		00	20	00
				15	A	00	22	02
				14		00	00	07

1	2	3	4	5	6	7	8	9
			Saroli (Contd.)	21		00	31	65
				22		00	10	97
				28		00	11	83
				27		00	06	30
				43		00	00	48
				45		00	26	86
				76		00	28	44
				74		00	13	28
				75		00	18	27
				110		00	22	01
				71		00	10	45
				70		00	11	87
				69		00	10	09
				68		00	15	99
				198		00	18	43
				197		00	17	22
				165		00	00	29
				196		00	02	14
				168		00	32	07
				169	P1	00	15	57
				171		00	09	82
	Choryasi	Vihal		31		00	00	05
				32		00	22	37
				34	P1	00	29	12
				34	P2	00	22	51
				46		00	10	79
				1		00	18	79
				2		00	00	05
				7		00	13	19
				5		00	06	47
				6		00	18	82
				8	P1	00	23	22
	Vankala			110		00	01	92
				151		00	23	28
				150		00	12	42
				149		00	11	63
				152		00	22	84
				156		00	15	05
				157		00	02	83
				155		00	25	15
				33		00	00	42
				32		00	06	16
				2		00	00	42
				31		00	15	98
				30		00	25	48
				29		00	13	19
				3		00	00	05
				28		00	05	65
				27		00	07	27
				26		00	42	76
				23		00	10	70
				21		00	01	89
				20		00	03	12
	Okha			84		00	03	80
				86		00	11	27
				87	A	00	16	73
				91		00	27	45

1	2	3	4	5	6	7	8	9
			Okha (Contd.)	071	90		00	09 85
				91	95		00	22 62
				92	94		00	15 28
				93	108		00	35 49
				94	107		00	16 81
				95	106		00	07 26
				96	105		00	13 41
				97	104		00	25 13
				98	103			
			Olipad	305	405		00	06 16
				306	406		00	19 01
				307	401	A	00	22 42
				308	400	A	00	19 50
				309	418	B	00	01 20
				310	385		00	25 16
				311	399		00	00 05
				312	383		00	22 15
				313	384		00	03 45
				314	363	B	00	00 72
				315	316		00	33 40
				316	301		00	02 85
				317	302		00	03 85
				318	303		00	04 39
				319	304		00	05 56
				320	305		00	00 56
				321	307		00	00 80
				322	317		00	09 12
				323	318		00	00 73
				324	299		00	25 63
				325	284		00	00 10
				326	285	A	00	00 63
				327	289		00	03 78
				328	290		00	07 74
				329	294		00	07 77
				330	298		00	04 34
				331	264		00	08 44
				332	265		00	06 64
				333	263		00	00 91
				334	266		00	34 50
				335	248		00	00 46
				336	249		00	11 75
				337	253		00	10 91
				338	256		00	16 38
			Choryasi	472			00	25 39
				471			00	06 07
			Malgama	105			00	20 40
				106			00	05 30
				108			00	15 27
				115			00	17 31
				109			00	04 48
				114			00	23 65
				116			00	26 74
				117			00	09 93

1	2	3	4	5	6	7	8	9
			<i>Malpara</i> (Contd.)	118	P1	00	10	29
				119		00	17	99
				120		00	07	06
				121		00	05	68
				122		00	05	44
				123		00	13	80
				219		00	83	67
				222		00	25	87
				221		00	08	27
				223		00	01	50
			<i>Asarma</i>	5		00	01	47
				4		00	22	04
				2	A1	00	11	60
				11	P1	00	04	66
				1	P1	00	30	72
			<i>Ichhapur</i>	877	2	00	16	72
				878		00	37	10
				927		00	00	32
				879		00	13	72
				926		00	24	40
				923		00	14	40
				924	P1	00	17	02
				924	P3	00	07	88
				918/P1+773/P2		00	16	17
				892+919/P1		00	10	00
				893+913/1+914		00	10	26
				893		00	11	47
				894	1	00	04	56
				781		00	17	95
				780		00	10	19
				783		00	16	27
				784		00	01	55
				779	P2	00	09	16
				538	P1	00	03	80
				542		00	24	38
				541		00	01	51
				554	P1-1	00	08	29
				554	P1-2	00	08	02
				554	P1-3	00	08	20
				554	P2-1	00	08	74
				554	P2-2	00	07	93
				622	P1	00	08	58
				620+621	P1	00	10	67
				619	P2	00	17	07

[F. No. R-25011/1/2008-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 16 जिल्हाद, 2008

सं. अ. 3350.— भारत सरकार ने ऐडेंसियल और अधिकारी वायव्य (भूमि में उल्लेख की अधिकार वा अर्जन), अधिनियम 1962 (1962 का 50) (जिसे इसके पश्चात उक्त अधिनियम कहा जाता है) की धारा 3 की उपचारा (1) के अधीन जारी की गई भारत सरकार वो ऐडेंसियल और अधिकारी वायव्य की अधिसूचना संज्ञा का.आ. 1994(अ) तारीख 10 जुलाई, 2008 द्वारा उक्त अधिसूचना की संलग्न अनुसूची में विभिन्न भूमि में, भैरव रिलायंस इंडस्ट्रीज लिमिटेड, की आकाशवेश में संबद्धताओं से देखा की विभिन्न छिद्रों में उपग्रेड वालों तक प्रदूषक वैस के परिवर्तन के सिए भैरव रिलायंस वैस इन्डस्ट्रीज लिमिटेड द्वारा पाइपलाइन बिलाने के प्रयोग के लिए उपयोग के अधिकार का अर्जन के लिए आशय की घोषणा की थी;

और, उक्त रायवाच अधिसूचना की प्रतियोगी जनता को तारीख 27 अगस्त, 2008 को आवाज उससे पूर्व उपलब्ध करा दी गई थी;

और, पाइपलाइन बिलाने के संबंध में जनता की ओर से प्राप्त आवों पर सभी प्राधिकारी द्वारा विचार कर लिया गया है और अनुनुज्ञान बार दिया गया है;

और, सभी प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपचारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और उक्त उल्लेख को जाने वार में भारत भूमि पाइपलाइन बिलाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार वा अर्जन करने का विविधय लिया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपचारा (1) द्वारा प्रदत्त विवरों का अनुग्रह करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विभिन्न भूमि में पाइपलाइन बिलाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार उक्त अधिनियम की धारा 6 की उपचारा (4) द्वारा प्रदत्त विवरों का अनुग्रह करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के अल्लगत की तारीख से भारत सरकार में निहित होने वाला होगा, सभी विलंगणों से मुक्त, भैरव रिलायंस वैस इन्डस्ट्रीज लिमिटेड में विलंगण होगा।

अनुसूची

मंडल/ तहसील/ तालुका: बाईं	गिला : लोनपुर	राज्य : बाहराहू	उक्त अधिकार वायव्य के लिए विवर		
			प्रेस्ट्री	पार्स	विपर्द
गांव का नाम	सर्वे / विला नंबर				
1) जरबांव	78/4	00	04	00	
2) भोयरे	83/4	00	12	05	
	83/1	00	04	35	
	83/2	00	04	35	
	83/3	00	04	35	
3) भेलगाव (झळे)	128	00	06	00	
4) देवबांव	279	00	02	70	
मंडल/ तहसील/ तालुका: परांठा	गिला : उसानावाद	राज्य : बाहराहू			
1) राजुरी	126/1	00	07	20	
2) पांडुरंगाव	49/12	00	21	00	

1	2	3	4	5
3) कंदारी	612	00	02	65
4) डोंजा	551	00	03	00
	276	00	20	80
	484/2	00	12	00
	229	00	02	24
	231	00	18	70
	275	00	04	50
	588	00	01	10
	589	00	01	00
	596	00	01	40
	599	00	00	30
	602	00	05	80
	606	00	23	90
	635	00	00	24
	655	00	10	00
	708	00	03	60
	435	00	27	00
5) आलेश्वर	272	00	10	80
	279	00	02	00

मंडल/ तहसील/ तालुका: करभाळा	जिला : सोलापूर	राज्य : महाराष्ट्र		
1) करंजे	26	00	04	00
	199	00	07	60
	33/5	00	05	00
	37/2	00	01	00
	2/1	00	01	80
	31	00	11	00
	219	00	05	00
	201/4	00	05	20
	202/1/अ	00	05	00
	202/6	00	03	00
	198/4/अ	00	01	80
	198/4/व	00	01	80
	220	00	11	00
	30/4	00	03	00
	27	00	01	30
	37/4	00	20	50
2) यांवेदाई	37	00	11	00
	92	00	03	50
3) धायधिंडी	8/2/2	00	10	30
	104	00	07	13
	103	00	04	50
	85/1	00	27	70

1	2	3	4	5
4) सेवर	198 136	00 00	03 01	70 00
5) करमाला	56/2	00	07	20
6) मार्गी	71 75/1/3	00 00	14 30	60 72
	96/7 89/4	00 00	48 08	08 00
7) वडगांव(खुद)	32 38/2 56 69/4	00 00 00 00	00 05 06 02	70 10 30 50
8) गवांव	436/2 436/3 436/4 436/5 435 432/1/3 345/3 356/1 186/4 88 86 32 45 61/1 37	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	99 00 00 00 01 02 07 03 02 03 09 03 03 00 00 02	06 06 06 06 00 69 66 30 95 50 00 80 50 00 20
	345/1/अ	00	01	50

[फा. सं. एल-14014/43/2006-जो.पी.]

के.के. शर्मा, अवर सचिव

New Delhi, the 16th December, 2008

S.O. 3350.—Whereas by a notification of Government of India in the Ministry of Petroleum and Natural Gas, number S.O. 1694(E) dated 10th July 2008, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the right of User in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from structures in Andhra Pradesh of M/S Reliance Industries Limited, by M/s Reliance Gas Transportation Infrastructure Limited to the consumers in various parts of the country;

And, whereas, the copies of the said Gazette notification were made available to the public on or before 27th August 2008;

And, whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of said Act, submitted report to Government of India;

And, whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluka: Barsi		District: Solapur	State : Maharashtra		
Village	Survey/ Sub-division No.	Area to be acquired for ROU			C-Are
		Hectare	Are		
1	2	3	4	5	
1) Arangaon	78/P	00	04	00	
2) Bhoire	83/4	00	12	05	
	83/1	00	04	35	
	83/2	00	04	35	
	83/3	00	04	35	
3) Shelgaon(Vhale)	126	00	06	00	
4) Devgaon	279	00	02	70	
Mandal/Tehsil/Taluka: Paranda		District: Osmanabad	State : Maharashtra		
1) Rajuri	126/1	00	07	20	
2) Panchpimple	49/12	00	21	00	
3) Kandari	612	00	02	65	
4) Donja	551	00	03	00	
	276	00	20	80	
	484/2	00	12	00	
	229	00	02	24	
	231	00	18	70	
	275	00	04	50	
	588	00	01	10	

1	2	3	4	5
598	00	01	00	
598	00	01	40	
598	00	00	30	
602	00	05	80	
606	00	23	90	
635	00	00	24	
655	00	10	00	
708	00	03	60	
436	00	27	00	
6) Alandur	272	00	10	80
	278	00	02	00
Mandal/Tehsil/Talukas/Karviels	District: Solapur	State : Maharashtra		
1) Karanje	26	00	04	00
	189	00	07	60
	33/5	00	05	00
	37/2	00	01	00
	2/1	00	01	80
	31	00	11	00
	219	00	05	00
	201/4	00	05	20
	202/1/A	00	05	00
	202/6	00	03	00
	198/4/A	00	01	80
	198/4/B	00	01	80
	220	00	11	00
	304	00	03	00
	27	00	01	30
	37/4	00	20	50
2) Khembawadi	37	00	11	00
	92	00	03	50
3) Dhuskhind	8/2/2	00	10	30
	104	00	07	13
	103	00	04	50
	85/1	00	27	70
4) Pothane	198	00	08	70
	136	00	01	00
5) Karmala	58/2	00	07	20
6) Mangi	71	00	14	60
	75/1/3	00	30	72
	96/7	00	48	06
	89/4	00	09	00

1	2	3	4	5
7) Wadgaon(Khurd)	32	00	00	70
	38/2	00	05	10
	56	00	05	30
	69/4	00	02	50
8) Ravgaon	436/2	00	00	06
	436/3	00	00	06
	436/4	00	00	06
	436/5	00	00	06
	435	00	01	00
	432/1/A	00	02	69
	345/3	00	07	00
	356/1	00	03	30
	130/1	00	02	95
	88	00	03	50
	86	00	09	00
	32	00	03	80
	45	00	00	50
	61/1	00	03	00
	37	00	02	20
	345/1/A	00	01	50

[F. No. L-14014/43/2006-G.P.]
K.K. SHARMA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2008

का. आ. 3351.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ.3566 तारीख 19 दिसम्बर 2007 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में ऐसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इन्फ्रास्ट्रक्चर लिमिटेड द्वारा देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए काकीनाडा-हैदराबाद-उगान-अहमदाबाद गैस पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 03 नवम्बर, 2008 को अथवा उसमें पहले उपलब्ध करा दी गई थी;

और पाइपलाइन विछाने के संबंध में जनता की ओर से कोई आक्षेप प्राप्त नहीं हुआ है;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात्, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदल शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदल शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, मैसर्स रिलायन्स गैस ट्रान्सपोर्टेशन इनफ्रास्ट्रक्चर लिमिटेड, में निहित होगा।

अनुसूची

तहसील : नवसारी		जिला : नवसारी		राज्य : गुजरात		
गांव का नाम	सर्वे नम्बर/क्लॉक नं	आर.ओ.यु. अर्जित करने के लिये क्षेत्रफल		हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5		
1.ओनची	85*	00	00		41	
	84*	00	02		50	
	77*	00	03		17	
2.मोलधस	348*	00	13		01	
	342*	00	06		56	
	360*	00	11		16	
	361*	00	02		00	
	362	00	00		50	
	359	00	00		73	
	363*	00	02		04	
	450*	00	03		28	
	451*	00	02		01	
	460*	00	01		60	
	565*	00	02		12	
तहसील : गणदेवी	जिला : नवसारी	राज्य : गुजरात				
गांव का नाम	सर्वे नम्बर/क्लॉक नं	आर.ओ.यु. अर्जित करने के लिये क्षेत्रफल		हेक्टेयर	एयर	चौ.मी.
1	2	3	4	5		
1.उदाच	1594*	00	04		67	

[फ. सं. एल-14914/39/2004-चौ.मी.]

के.के.रम्बा, अवर सचिव

New Delhi, the 18th December, 2008

S. O. 3561.—Whereas, by notification of Government of India in the Ministry of Petroleum and Natural Gas, number S.O.3566 dated 19th December, 2008, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of Users in the land, specified in the Schedule appended to that notification for the purpose of laying Kakinada-Hydrabad-Uran-Ahmedabad gas pipeline for transportation of natural gas by M/s Reliance Gas Transporation Infrastructure Limited to the consumers in various parts of the country;

And, whereas, the copies of the said Gazette Notification were made available to the public on or before 3-11-2008;

And, whereas, no objections were received from the public to the laying of the pipeline;

And, whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And, whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of Users therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of Users in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of Users in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on this date of publication of the declaration, in M/s Reliance Gas Transportation Infrastructure Limited, free from all encumbrances.

SCHEDULE

Tehsil : Navsari	District : Navsari	State : Gujarat		
		Area to be acquired for ROU		
Name of the Village	Survey No./Block No.	Hectare	Are	Sq.m
		1	2	3
1.Onachi	85*	00	00	41
	84*	00	02	50
	77*	00	03	17
2.Moldhara	346*	00	13	01
	342*	00	06	56
	360*	00	11	16
	361*	00	02	00
	362	00	00	50
	359	00	00	73
	363*	00	02	04
	450*	00	03	28
	451*	00	02	01
	460*	00	01	60
	565*	00	02	12

Tehsil : Gandevi	District : Navsari	State : Gujarat		
		Area to be acquired for ROU		
Name of the Village	Survey No./Block No.	Hectare	Are	Sq.m
		1	2	3
1.Undach	1594*	00	04	67

[F. No. L-14014/39/2004-G.P.]
K.K. SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3352.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं प्रसार भारती के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ सं. 1293/2K6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/166/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st November, 2008

S.O. 3352.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1293/2K6) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Prasar Bharati Broadcasting Corporation of India and their workmen, received by the Central Government on 20-11-2008.

[No. L-42012/166/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II, SECTOR-18A,
CHANDIGARH.

Presiding Officer : Shri Kuldip Singh

Case I. D. No. 1293/2K6

Registered on : 30-11-2006

Date of Decision : 7-11-2008

Neelam Kumar S/o Shri Brahma Nand
r/o Village Sheel, P.O. Halog Dhami,
Solan.

...Petitioner

Versus

The Director, Prasar Bharati,
Broadcasting Corporation of India,
Doordarshan Kendra, Shimla;

...Respondent

APPEARANCE

For the Workman : Mr. S.R. Sharma, Advocate,

For the Management : Mr. K.K. Thakur, Advocate

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following matter for the adjudication of this Tribunal by this Tribunal vide their Order No. L-42012/166/2005-IR(CM-II) dated 30th of Oct, 2006.

“Whether the action of the management of Doordarshan Kendra, Shimla, in terminating the services of Sh. Neelam Kumar w.e.f. January, 2003 is legal and justified? If not, to what relief is the workman entitled?

The notice of the reference was given to the parties who appeared through their counsel and filed their pleadings in the shape of statement of claim, written statement, replication and supported the same with their affidavits. They also placed on record copies of some documents and the judgement of the Central Administrative Tribunal, Chandigarh. The case was being listed for the evidence of the workman when proposal for settlement of the dispute amicably was mooted. The workman submitted that in case he is provided work and is engaged on contract for any assignment for the category he had worked earlier or for work equivalent to that, he would withdraw his claim against the management. The respondent Director accepted the proposal and undertook to consider the engagement of the workman on contract for any assignment keeping in view his past experience of working with the management on an equivalent status or similar category provided he withdrew his case. Statement of counsel for the workman and that of respondent Director were recorded. In view of the statement made by the respondent, the workman has withdrawn from the contest of the case and does not want to produce any evidence in support of the claim. There is therefore, no evidence on record to show that the management had terminated the services of the workman Neelam Kumar w.e.f. January, 2003 and their action was not legal and justified. For want of evidence the reference is answered against the workman and the award is passed holding that the workman is not entitled to any relief. Let the copy of the award be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3353.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ सं. 56/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/507/1999-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3353.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. 56/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 20-11-2008.

[No. L-22012/507/1999-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT: N.K. PUROHIT
ID No. 56/2000

Ref. No. L-22012/507/99-IR(CM-II) dt. 27-7-2000

Between

The State Secretary
Bhartiya Khadya Nigam Karamchari Sangh,
5-6, Habibullah Estate, Hazratganj
Lucknow-226001

(In the matter of Sri Onkar Singh)

And

The Sr. Regional Manager,
Food Corporation of India,
5-6 Habibullah Estate, Hazratganj
Lucknow
6-11-2008

AWARD

1. By order No. L-22012/507/99-IR(CM-II) dated 27-7-2000 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and -sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karamchari Sangh, Lucknow and the Sr. Regional Manager, Food Corporation of India, Lucknow for adjudication.

"Whether the action of the Management of food corporation of India in not promoting Sh. Onkar Singh in the year 1976 as T.A.-I is legal and justified? If not, to what relief the workman is entitled?"

2. In brief, the case of the Bhartiya Khadya Nigam Karamchari Sangh (hereinafter referred as union) in its statement of claim is that Sh. Onkar Singh workman was appointed as T.A.III in the year 1970 and promoted as

T.A.II in the year 1971. His co-workers S/Sri Adrash Kumar Sharma, Akhlesh Kumar, Rati Pal Singh and Radhey Shyam Sharma were promoted as T.A.I. in the year 1976 ignoring the rightful claim of the workman. He was promoted as T.A.I. in the year 1977. The post of T.A.I. is non selection post as per regulation 10(1) of the staff Regulation ,1971. It is contended that at time of considering promotion on the post of T.A.I in the year 1976, the ACRs of three preceding years were considered by the Zonal Promotion Committee & ACRs of the workman for aforesaid period were excellent. He was never communicated any adverse remark for the said period. The workman made several representations but the management rejected his claim. It is also contended that the workman could know about rejection of his claim in the year 1998 & subsequent to this he raised dispute before the Astt. Labour Commissioner (Central) Lucknow. The union has prayed that the opposite party be directed to promote the workman from the dated when his juniors were promoted in the year 1976 as T.A.I with all consequential benefits.

3. In written statement filed by the Regional Manager, Regional Office, FCI, Lucknow, it is contended that the worker has raised the present industrial dispute after a gap of 24 years. The workman represented for his seniority only in the year 1989 after a lapse of 12 years. Whereas final decision regarding his representations was conveyed to him timely in the year 1995. Therefore, dispute raised by the union is time barred. It is further contended that the Zonal Promotion Committee did not find workman fit for promotion to the post of T.A.I in the year 1976 on the basis of his service record and merit. The name of the workman was again considered by the Zonal Promotion Committee in the year 1977 and on being found fit, he was promoted as T.A.I. It is also contended that non-communication of adverse remark does not give right to the workman to be considered for promotion. The workman claim is liable to be rejected.

4. In rejoinder filed by the union besides reiterating the earlier averment, in the statement of claim, it is also stated that the decision regarding rejection of the representation was never communicated to the workman. There is no limitation provided under I.D. Act. Therefore, claim of the workman is not time barred. It is also contended that uncommunicated ACRs cannot be considered for promotion.

5. The workman filed his affidavit as a witness in support of the claim but inspite of several opportunities given to him, did not produced himself for cross examination & ultimately vide order dated 6-2-2002 it is ordered that the evidence of the workman on affidavit is not to be considered. In rebuttal the affidavit of Sh. R.K. Chaturvedi, Regional Manager as a witness was filed but he has not been cross examined by the union side inspite of opportunity granted to it.

6. Heard the argument advanced by the learned representatives and considered the written arguments submitted by both sides and perused the relevant records.

7. Learned representative of the management Sh. A.P. Singh has argued that claim of the workman is time barred. Whereas learned representative of the union Sh. T.B. Singh has urged that as soon as the workman came to know about the denial of his promotion, he made several representations to the concerned authority. The workman was every time assured to get justice. He could know about the decision of rejection of his representation in the year 1998 hence, the case is within limitation. It is further argued that even if claim is considered to be belated, it can not be rejected merely on the ground of delay. In support of his contentions learned representative of the management has relied on 1999 SCC (L&S) 1054 Ajaib Singh vs Sirhind Co-operative Marketing & another.

8. Admittedly, the matter is pertaining to denial of promotion to the workman in the year 1976 & the workman had represented against the same in the year 1988 after lapse of 12 years & the present dispute has been raised in the year 2000 after gap of 24 years. The management witness Sh. R. K. Chaturvedi has stated in his statement on affidavit that representation made by the workman was duly considered & decided by the competent authority vide letter dated 30-5-90 & the decision stood communicated to the workman. There is no cross examination on above statement. Moreover, it was for the workman to prove when he came to know about the denial of promotion & rejection of his representation by the management. In absence of his evidence on above facts there is no reason to disbelieve the aforesaid statement of the management witness. The union has failed to explain the inordinate delay in raising the present dispute. But merely on the ground of delay, the claim of the workman can not be rejected in light of the principle laid down by Hon'ble Apex Court in 1999 SCC (L&S) 1054 in which Hon'ble Apex Court has observed;

".....the provisions of Article 137 of the Schedule to the Limitation Act, 1963 are not applicable to the proceedings under the Act and that the relief under it cannot be denied to the workman merely on the ground of delay. The plea of delay if raised by the employer is required to be proved as a matter of fact by showing the real prejudice and not as a merely hypothetical defence....."

9. In present case, the union has failed to explain the inordinate delay in raising the dispute but the management has also not proved what real prejudice will be caused by such delay. In view of the aforesaid legal position, the preliminary objection raised by the learned representative of the management that claim be rejected on the ground of time barred, is not sustainable.

10. Now the question which however, arises for consideration is as whether denial of promotion to the

workman in the year 1976 as T.A.I is legal & justified. It is contended by the learned representative of the union that the workman was never communicated any adverse remark for the period 1973 to 1975 as such workman was fit for promotion. The workman was promoted against the penal year 1977 which was also on the basis of ACRs of 1974 to 1976 and as such ACRs for 1974 to 1975 were common in both the cases. In such circumstances the workman could be considered for promotion on the post of T.A.I in the year 1976 alongwith his juniors. In reply the learned representative of the management contended that promotions on the post of T.A.I were to be made on the basis of seniority subject to fitness of the candidature on past performance based on ACRs. The workman was not considered fit by the Zonal Promotion Committee for the post of T.A.I. in the year 1976 because of his service record & past performance. The finding of the selection committee can not be put to judicial review. It is further contended that all kind of entries in ACRs were not to be communicated to the workman. If nothing adverse is communicated, it does not give right to the workman to be considered for promotion. The claim of the workman needs to be rejected. In support of his contentions he has relied on 1995 SCC (L&S) 1123 S.L. Soni vs State of M.P. and 1995 SCC (L&S) 768 Chabungbam Ibohal Singh vs Union of India.

11. I have given my careful consideration on the respective submission made on behalf of the parties. Admittedly the name of the workman was considered for promotion to the post of T.A.I. in the year 1976 but he was not promoted on the above post alongwith his co-workers. It is also admitted fact that the Zonal Promotion Committee subsequently considered his name again in the year 1977 & the workman was promoted as T.A.I. It is also not disputed that promotion of the post of T.A.I were to be made on the basis of seniority subject to fitness as per regulation 10(1) of the Staff Regulation 1971 & the Zonal Promotion Committee has considered the ACRs of the workman for the year 1973 to 1975 for promotion on the post of T.A.I. in the year 1976. Neither the management witness has stated nor there is any averment in the written statement that any adverse entries for the aforesaid period was ever communicated to the workman. Rather contrary to this it is pleaded and argued that if nothing adverse is communicated, it does not give right to the workman for promotion.

12. The ACRs of the workman for the period 1973, 1974 & 1975 which were said to be considered by the Zonal Promotion Committee, are on the record and from the perusal of the same it reveals that certain adverse entries are there in the ACRs of the above period. Though all kind of entries in the ACRs are not required to be communicated but it is settled position of law that adverse entries are to be communicated & uncommunicated ACRs can not be considered for denial of promotion. In present case it is admitted by the management that the workman was not

found fit by the Zonal Promotion Committee on the basis of ACRs for the year 1973 to 1975 & on the basis of it he was denied promotion to the post of T.A.I. in the year 1976 & in averment in the written statement it is also impliedly admitted that any adverse entry for the said period was never communicated to the workman. It is against principle of natural justice to consider the uncommunicated ACRs of the workman without giving him any opportunity to represent against such adverse remark on the basis of which promotion has been denied. It was imperative for the management to communicate such adverse remark on the basis of which the workman was found unfit.

13. The learned representative of the management has relied on 1995 SCC (L&S) 1123 & 1995 SSC(L&S)771 in support of his argument but the facts of both the cases are altogether different from the facts of present case. In none of the above cases un-communicated ACR were considered by the concerned selection committee. In 1995 SCC (L&S) 1123 the promotion was to be made on merit-cum-seniority & the selection committee considered the ACRs of certain Period excluding uncommunicated adverse remarks. In such circumstances Hon'ble Apex Court observed that the court could not itself evaluate the comparative merit of the candidates. In 1995 SCC (L&S) 768 after considering the minutes of the concerned committee, Hon'ble Apex Court has observed that it was not enough for the committed to have merely stated unfit without stating reason for such assessment. However, on the basis of comparative remark in the ACRs, Hon'ble Court refused to interfere with the supersession.

14. In present case the Zonal Promotion Committee has erred in taking into consideration, the uncommunicated adverse remark while considering the workman fitness for promotion to the post of T.A.I. Therefore, the denial of promotion to the workman on the post of T.A.I. in the year 1976 is not legal and justified. Accordingly it is directed that a fresh ZPC be constituted for evaluating the workman's claim for promotion with retrospective effect. The ZPC shall not take into consideration any uncommunicated adverse remark in the ACRs, Otherwise it may follow the same criteria for adjudging the workman's suitability for promotion as has been followed by the ZPC held in 1976. The workman, if found fit, will be entitled retrospective nominal promotion & seniority from the date of his juniors were promoted. For the reason of inordinate delay in raising the present industrial dispute, the workman will not be, however, entitled to any consequential cash benefits.

15. The reference is answered in favour of the workman accordingly.

Award as above.

Lucknow

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3354.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ सं. 65/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/322/2002-आई आर (सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November 2008

S.O. 3354.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. 65/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India and their workmen, which was received by the Central Government on 20-11-2008.

[No. L-22012/322/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, LUCKNOW

PRESENT : SHRIN.K. PUROHIT

Presiding Officer
ID No. 65/2003

Ref. No.L-22012/322/2002-IR(CM-II) dt. 19-5-2003

Between

The State Secretary
Bhartiya Khadya Nigam Karamchari Sangh,
5-6, Habibullah Estate, Hazratganj
Lucknow.

(Espousing case of Shri Hari Ram Meena)

And

The Sr. Regional Manager
Food Corporation of India
5-6 Habibullah Estate, Hazratganj
Lucknow-226001.

AWARD

By order No. L-22012/322/2002 -IR(CM-II) dated 19-05-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of

the Industrial Disputes Act, 1947 (14 of 1947) referred following industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karamchari Sangh, 5-6 Habibullah Estate, Hazratganj, Lucknow (Espousing case of Shri Hari Ram Meena) and the Sr. Regional Manager, Food Corporation of India, 5-6 Habibullah Estate, Hazratganj Lucknow for adjudication :

The reference under adjudication is as under :

“क्या भारतीय खाद्य निगम प्रबंधन द्वारा श्री हरिराम मीणा मुन्ह मूलचन्द मीणा चपरासी को आदेश दिनांक 18/19-03-1998 के द्वारा नौकरी से निकाला जाना न्यायोचित तथा न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष का अधिकारी है?”

2. It is admitted case of the parties that the workman, Hari Ram Meena was appointed as Peon, vide appointment letter No. Estt./1(Spl. Recd. Drive)/SC-ST dated 31-3-1996 and he joined his duty on 17-04-1997 in the office of Sr. Regional Manager, Food Corporation of India, Lucknow. The services of the workman were discharged vide order dated 18-03-1998 on account of his involvement in a criminal case No. 1375/92 U/s. 147, 148, 149, 323, 452 and 308 IPC.

3. The union in its statement of claim has stated that impugned order dated 18-03-1998 was passed without assigning any valid reason, against which the workman made a representation but no decision was ever communicated to him by the management of Food Corporation of India. It is further stated that the management should have served show cause notice upon the workman and held a regular inquiry before discharging his services. It is also contended that the clause 15 (iii) of the Staff Regulation confers absolute & arbitrary power upon the Corporation and it also violates the principle of natural Justice. The clause (ii) of the Offer of appointment dated 31-3-97 attracts action only if an employee is found unsuitable. The impugned order under clause 15 (iii) of the said regulation is illegal. The workman has, therefore, prayed to set aside the impugned order dated 18-03-1998 and to reinstate with all consequential benefits.

4. The management in its written statement has submitted that the workman was appointed on probation and specifically denied that the services of the workman were discharged arbitrarily and has submitted that the termination of services of the workman was outcome of the act of the workman himself by which he furnished false information in the attestation form, an annexure to the application form and concealment of material fact i.e. pendency of criminal case against him, which could have made him disqualified for initial appointment itself. Since the workman had obtained appointment by committing fraud and concealing the truth, no opportunity of hearing was required. Therefore, there is no illegality in its action of terminating the services of the workman under provision of Regulation 15 (iii) of

FCI Staff Regulation read with O.M. No. 18011/9(S)/89-Estt, (B) dated 4th July, 1989 and workman need not be given any relief claimed by him.

5. The workman in his rejoinder has only reiterated his earlier averments made by him in the statement of claim.

6. The parties have filed documents in support of their respective contentions in the case. The workman examined himself as witness whereas the management did not prefer to adduce its evidence inspite of various opportunities granted, which led to the presumption that the management does not wish to adduce its evidence and the case was listed for arguments.

7. Heard the arguments of the parties and perused evidence on record. Learned representative of the union has argued that services of the workman have been terminated on the basis of alleged misconduct of suppression of fact regarding pendency of criminal case by means of order simpliciter without giving any show cause notice and inquiry. Therefore, the impugned order is punitive and bad in law and is liable to set aside. In support of his contention he has relied on :

- (i) 2004 SCC (L & S) 1109 State of Punjab Vs. Jagbir Singh.
- (ii) 2000 SCC (L & S) 613 Chandra Prakash Shahi Vs. State of U. P. & others.
- (iii) 2001 LAB. I. C. 1777 (SC) Karnataka State Road Transport Corpn. Vs. Smt. Lakshmidevamma & another.
- (iv) (2001) 1 SCC (L & S) 49 Jaswant Singh Pratap Singh Jadega Vs. Rajkot Municipal Corporation & another.
- (v) 2002 SCC (L & S) 732 A. P. I. State Federation of Coop. Spinning Mills Ltd. & another.
- (vi) 1984 SCC (L & S) 256 Anoop Jaiswal Vs. Government of India & another.

8. In rebuttal the learned representative of the management has urged that the workman has secured job by fraud and suppression of facts regarding criminal case against him and his appointment is void-ab-initio. In view of this there was no need to hold inquiry or give show cause notice before passing the impugned order. There is no illegality in this impugned order. In support of his contentions he has relied on :

- (i) 1995 Supp (4) SCC 100 Union of India & Others Vs. M. Bhaskaran and Civil Appeal No. 9637 of 1995.
- (ii) (1992) 2 SCC 247 Regional Manager, Bank of Baroda Vs. Presiding Officer, Central Govt. Industrial Tribunal & Another.

9. I have given my thoughtful consideration on the rival submissions made by the representatives and case law cited by both the sides. The workman has stated in his statement that no charge sheet was issued to him before termination of his service but in cross-examination he has admitted that at the time of his appointment a criminal case was pending against him. He has also admitted his signature on the attestation form. The appointment was given to the workman in the light of his attestation form submitted by him along with application for appointment. It reveals from the perusal of the above attestation form a query was mentioned to be answered by the workman as to whether the workman had ever been prosecuted at any time & whether any criminal case was pending at the time of filing the attestation form. The workman replied to the said query in negative. The certified copy of the judgement of the Court of CJM, Alwar in Cr. Case No. 418/93 is on the record which reveals that a criminal case was pending in the year 1993 U/s. 147, 148, 452, 275, 233, 325/149 IPC against the workman along with other co-accused & he was acquitted in the said case on 11-9-98. Therefore, it is evident from the statement of the workman & aforesaid record that workman deliberately suppressed the fact of pending criminal case against him at the time of his appointment as Peon.

10. In para (ii) of offer of appointment dt. 31-3-97, it is mentioned that during the period of probation, the workman shall be liable to be discharged from the service without assigning any reason by giving notice of 30 days or pay and allowances in lieu thereof. The rule 15 (iii) of the FCI Staff Regulation empower the management to pass such order. In backdrop of the above facts, it is to be seen whether the impugned order is legal & justified. In this regard para 3 & 4 of the impugned order are very relevant which are as under :

“3. Whereas on verification of his character & antecedents, Superintendent of Police, District Alwar vide his report dated 24-1-98 has informed that the said Sri Hari Ram Meena is involved in a Case No. 1375/92 under Sections 147, 148, 149, 323, 452 and 308 IPC.

4. Thus it is established that the charges against him are of serious nature and the matter is still pending before the Court as reported by the Superintendent of Police, District Alwar.

Now, therefore, the undersigned in exercise of the powers conferred under Regulation 15 sub-clause (iii) of FCI Staff Regulation read with the office Memorandum No. 18011/9(S)/89-Estt. (B) dated 4th July 1989 of Govt. of India, Ministry of Personnel P. G. and Pensions (Department of Personnel and Training) and clause (ii) in the officer of appointment letter No. Estt. I (Spl. Rectt. Drive)/SC-ST/96 dated

31-3-97 discharges the said Sri Hari Ram Meena from the services of the corporation with immediate effect.

He, however, will be paid 30 days pay and allowances thereof in lieu of notice period required in this case.”

11. It is explicit from the impugned order itself that foundation of the termination was involvement of the workman in a criminal case said to be of grave nature. Now it is to be considered whether in present case it was imperative on the part of the management to give show cause notice or hold inquiry prior to passing above impugned order. In this regard I have gone through the case law submitted by both the sides. Though in the cases cited by the learned representative of the union, the facts of each case are different but the question under consideration were similar whether termination of the concerned employee for alleged misconduct during probation period is simpliciter or punitive in nature and whether misconduct on the part of an employee was the motive or foundation for terminating his service. In above cases and other recent judgments of Hon’ble Apex Court the law concerning termination of an employee during probation period is now well settled. This legal position is not disputed that probationer has no right to post on which he is placed on probation. His services can be terminated during or at the end of probation on account of his unsuitability, but such termination has to be brought in a manner prescribed in the relevant rules. If termination is on ground of suitability based on work assessment it would be termination simpliciter and if termination is for any alleged misconduct during probation period then it would be stigmatic or punitive and in later case prior to passing termination order principles of natural justice is to be followed by holding inquiry and giving show cause notice to the concerned employee. It is also settled law that to ascertain the character of termination court can lift the veil and see whether misconduct on the part of employee was the ‘motive’ or ‘foundation’ for terminating his service.

12. In present case, it is evident from the impugned order itself that termination of the workman was not on the ground of his unsuitability so it is not termination simpliciter. The foundation or motive of the termination was involvement of the workman in a criminal case therefore, the termination is stigmatic and punitive in nature. Admittedly, before passing the said impugned order the management neither held any inquiry nor show cause notice was given to the workman.

13. The learned representative of the management has vehemently argued that in present case the workman had secured job by fraud & suppression of facts therefore, there was no need of inquiry or show cause notice. He has relied on (1999) 2 SCC 247 & 1995 Suppl. (4) SCC 100. In 1995 Suppl. (4) SCC 100 employment was obtained on the basis of bogus and forged casual labourer service card. Hon’ble Apex Court observed that employment secured

by fraud renders it voidable at the option of the employer and employee cannot plead estoppel. In above case termination order was passed after domestic inquiry and show cause notice was given to the concerned employee. In (1999) 2 SCC 247 appointment on a clerical post in Bank was procured concealing pendency of criminal prosecution u/s 307 IPC. Subsequently the concerned employee was acquitted. Hon'ble Apex Court observed that in view of the facts of the case the misconduct was not grave enough to attract the extreme punishment of termination and directed to reinstate the employee. In this case also show cause notice was given to the concerned employee before passing order of termination.

14. Since in present case before passing impugned order no show cause notice was given to the workman though termination order was stigmatic and punitive in nature, it is against principles of natural justice. Moreover, the workman had not snatched appointment on the basis of any forged or false document. The offence for which he was prosecuted were neither grave in nature nor of moral turpitude. It appears from the impugned order itself that factor which impelled the management to pass order was pendency of criminal case at the time of passing impugned order in which, subsequently the workman got acquittal by the concerned court. Had the court acquitted the workman prior to passing of impugned order, it can be safely presumed from the language of the impugned order, that the management would not have decided to take drastic action of terminating the services of the workman. A false statement or concealment of facts by the workman in the present case should not be deemed to be so grave misconduct, which may visit him with extreme punishment of termination. Therefore, in view of the above discussion the impugned order is not just and legal.

15. In view of the facts of this case interest of justice would be served if the workman is deprived of all the back wages till the date of reinstatement. Therefore, the management is directed to reinstate the workman within one month from the date of publication of the award. He shall be entitled for wages from the date of his reinstatement.

16. Reference is decided in favour of the workman accordingly.

17. Award as above.

Lucknow,

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3355.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं एफ.सी.आई. के प्रबंधित एवं संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ सं. 6/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/133/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November 2008

S.O. 3355.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 20-11-2008.

[No. L-22012/133/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR-COURT, BHUBANESWAR

PRESENT : N.K. R. Mohapatra, Presiding Officer,
C.G.I.T-cum-Labour Court, Bhubaneswar.
Industrial dispute case No. 6/2003

Date of passing Award-20th October, 2008

Between

The Management of (1) The Depot Manager,
Food Corporation of India, P.O. Barbil,
Dist. Keonjhar, Orissa-758035.

2: The District Manager, Food Corporation of India,
P.O. & Dist. Balasore-756001, Orissa.

....1st Party-Managements.

And

Their Workmen represented through the
The General Secretary, Keonjhar Mines &
Forest Workers Union, At/Po-Barbil,
Dist. Keonjhar, Orissa-758035.

....2nd Party Union

APPEARANCES

Baidyanath Singh For the 1st Party-Management
No.1

Shri S.K. SatpathyFor the 1st Party-
Chief Labour Inspector
Management No.2.

Maheswar RoutFor the 2nd Party-
General Secretary Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following disputes for adjudication vide their Order No. L-22012/133/2002 (IR(CM-II), dated 11-03-2003.

"Whether the action of the Management of FCI, FSD Barbil, Distt. Keonjhar in terminating 54 contract labourers instead of regularizing them is legal and justified? If not, to what relief they are entitled?"

2. The case of the Union is that even though the engagement of contract labourers in loading and unloading of food materials of F.C.I. was prohibited by the Government of India in its notification No. S.O. 833 (E), dated 1-11-90 the Management of F.C.I. still used to engage different contract labourers including 54 disputants in question for loading and unloading of food materials of its Barbil depot. During inspection of the Labour Enforcement Officer (Central) the aforesaid facts of engaging about 124 contract labourers came to light in the month of February, 1991. After this was pointed out by the Labour Enforcement Officer (Central) the contract labourers including the 54 disputants engaged through contractors were retrenched, but subsequently the Management departmentalized only 84 workers excluding the disputants in question. As a result these disputants made several representations through their Union and on 1-4-1993 prevented unloading of wheat rakes resulting in law and order problem. To sort out the problem a minutes of discussion was recorded under the mediation of the local Tahasildar, Sub-Divisional Police Officer and some representatives of the F.C.I and according to it the Dist. Manager of the F.C.I. Balasore assured to refer the grievances of the disputants to his higher authorities for consideration and subsequently another discussion was held on 20-6-1993 in presence of the District Collector, Keonjhar, the Supdt of Police, Keonjhar, District Manager of F.C.I. Balasore, Asst. Depot Manager and other representatives of the F.C.I. and according to the said discussions a minutes was recorded to the effect that the problem of these 54 disputants will be finalized on 30-6-1993 by the Senior Manager of the F.C.I., Bhubaneswar. This discussion was followed by another discussion on 30-6-1993 between the Regional Manager, F.C.I., Bhubaneswar and the Union representatives in which the Management again agreed to finalize the matter of recruitment of the disputants within one month and this was recorded in the presence of the Dist. Collector, Keonjhar, S.P., Keonjhar etc. But as despite such assurance the Management did not pay necessary interest to regularize the disputants, the Union as a last resort raised an Industrial Disputes before the Asst. Labour Commissioner (Central) culminating the same in the present reference.

3. The Management No. 1, the Depot Manager of F.C.I. did not file any written statement and more so he has been set ex parte for non-participation. The 1st Party-Management No.2, the District Manager of Food Corporation of India simply files his written statement contending that, since the Management was dealing with the food stocks meant for general public it could not stop abruptly an ongoing system of engaging contractors soon after receipt of the notification of the Government of India prohibiting the engagement of contract labourers. But however after making some alternative arrangements it stopped the contract system subsequently and as per the settlement dated 23-3-1992 between the F.C.I workers Union (other than the Union in question) the F.C.I. regularized 84 contract labourers. But in so far as the 54 disputants in question it is contended by the said Management that these disputants were never the members of the Union formed by the F.C.I employees under the banner F.C.I. Workers Union nor it was known about their affiliation to the espousing Union nor is was known about their engagement in loading and unloading of food materials at any point of time nor about their retrenchment by any contractor by name Uttam Kumar Sahu in the year 1991. It is further contended by the self same Management that it had never assured at any point of time by way of settlement or otherwise to regularize these 54 disputants. It is only when these disputants prevented unloading of rakes on 1-4-1993 some attempts were taken through the Government machinery for unloading of the food materials as the union in question in order to achieve his goal of regularizing these 54 workers had prevented unloading of the rakes to generate pressure on the Management and that, to avoid recourse of the same the Dist. Manager F.C.I. Balasore had simply once given an assurance to convey the grievances of the disputants to his higher authorities. Thus while pleading in the above manner, it is contended by the Management No.2 that, the disputants are not entitled for their regularization.

4. On the pleadings of the parties the following three issues were framed

ISSUES

1. Whether the 54 labourers were directly working under the Management of FCI, FSD, Barbil as contract labourers?
2. Whether the Management of FCI, FSD, Barbil is justified in not regularizing the services of these contract labourers?
3. If not, to what relief the labourers are entitled?
5. During trial both the Management No.1, (Depot Manager) and the Union were set ex parte for their default.

The Management No.2, District Manager, F.C.I. Balasore simply adduced ex parte evidence by examining his Chief Labour Inspector and produced some documents marked as Ext.-A to Ext.-F.

FINDINGS

ISSUE NO. I

6. Contrary to the pleadings, the Management Witness has admitted in his evidence that one contractor named Uttam Kumar Sahoo was given a contract for loading and unloading at the railway sliding as also at the depot and go-down points. He was given the contract of transporting the goods from railway sliding to the Depot too. When the attention of the witness was drawn to the register of wage of August 1989, the Xerox copy of which was filed by the Union, he agreed that wages to workers named therein was paid in presence of the Management of Food Corporation of India. The said wage list contains the name of all the 54 disputants, establishing the fact that they were engaged by the Contractor, Uttam Kumar Sahoo for the purpose mentioned above. Therefore, in these circumstances there can be no other go but to hold that these 54 disputants were working as contract labourers being engaged by the contractor, Uttam Kumar Sahoo. It is mentioned here that, in its pleadings the Management has categorically admitted that in the year 1988 these disputants under the leadership of their Union in question had prevented loading and unloading of food materials from the railway rakes and that, on the intervention of the local administration unloading was carried out only when the District Manager, F.C.I., Balasore agreed through a settlement, to refer the grievances of the workmen to his higher authority. This itself indicates that, these disputants were engaged immediate prior to the said incident through contractor Uttam Kumar Sahoo in violation of the prohibitory notification of the Government of India. Hence this issue is answered in favour of the Union holding that these 54 disputants were working as contract labourers under the establishment of the F.C.I.

ISSUE NO. II

7. In his evidence the Management Witness has deposed that the prohibitory notification issued by the Government of India being in respect of the contract labourers working at the depot and go-down level, a settlement was reached between the F.C.I. workers union and the Management to regularize certain of the contract labourers working at go-down and depot level and accordingly 84 out of 124 workers engaged in depot and go-downs were regularized. In so far as the 54 disputants are concerned it is deposed by the witness that since under the Government Notification marked Ext.-C engagement of contract labourers at railway sliding was not prohibited the disputants were not considered for their regularization. But on perusal of the concerned notification it appears

that prohibition was not in respect of engagement of contract labourers in go-downs or depots but also the prohibition was extended to other fields.

The relevant portion of the notification is extracted hereunder:-

.....the Central Government after consultation with the Central Board, hereby prohibits the employment of contract labour in the go-downs and depots of the Food Corporation of India specified in the schedule annexed hereto and in which the process, operation or work of handling of food-grains, including their loading and unloading from any means of transport, storing and stacking, as carried on.

8. Thus from the above notification it is clear that the contract labourers engaged for loading and unloading from any means of transport at the go-down and depot level are also covered under the notification. In other words as per the notification the engagement of contract labourers for loading and unloading and handling of food grains at the go-down and depot has been prohibited. It is admitted by the Management in its written statement that even after the issuance of such notification the Management used to manage with the existing practice of engaging contract labourers for some times and thereafter in the year 1992, 84 from out of 124 workers were regularized as per the settlement dated 23-6-1992 with the F.C.I. workers Union (other than the present Union). In the case between Steel Authority of India and others -versus- National Union Water Front Workers and others reported in AIR 2001-SC-3527 it has been held by their Lordship at sub para-5 of para 122:

.....whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment subject to conditions as may be specified by it for that purpose in the light of para-6 hereunder.

If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workman he shall give preference

to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

9. It is on record, as discussed earlier, that these disputants were engaged by the Management through a contractor named Uttam Kumar Sahoo even after a notification under Section 10 of the Contract Labour (Abolition and Regulation) Act was passed by the Government of India *vide* Ext.-C. It is also on record as also in the evidence of the Management Witness that after the enforcement of the above notification about 84 workers belonging to another Union called F.C.I. Workers Union have been regularized out of 124 as per the settlement dated 23-6-1992 (Ext.-A) between the said Union and the Management. When the witness was questioned as to why the disputants were not given equal treatment the Management Witness deposed that as because these disputant/workers were not the members of the F.C.I. workers Union their case was not considered as the Union (the espousing Union) of which they claims to be the members was not recognized by the Management. It be mentioned that when the Management has taken the decision to regularise the contract labourers engaged after the prohibitory notification it should have extended the said benefit to all those who were engaged through contractors irrespective of the Union to which they belonged. In his evidence the Management Witness has deposed categorically that these disputants were engaged through contractor Uttam Kumar Sahoo for loading and unloading of food materials at railway sliding as also at the depot and go-down level. This line of evidence the Management Witness thus brings the entire claim of the disputants within the fold of prohibitory notification (Ext.-C) as they were equally engaged both at Railway sliding and go-down to load and unload the food grains like those 84 workers who have already been regularized. Therefore, treating these disputants to be the member of another Union, the Management should not have taken a partition attitude in not regularizing them along with those 84 workers of F.C.I. Workers Union by resorting to a circumvent interpretation of the notification marked Ext.-C. Accordingly this issue is answered in favour of the disputants.

ISSUE NO. III

10. In view of the above, the Managements are directed to regularize these disputants taking into consideration the mandate of the Hon'ble Supreme Court as extracted earlier and the Wage Register (Ext.-E) wherein the names of all these disputants find place.

11. Accordingly the reference is answered.

N. K. R. MOHAPATRA, Presiding Officer

LIST OF WITNESSES EXAMINED ON BEHALF OF THE 2ND PARTY-UNION

The 2nd Party-Union has not examined a Single Witness.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 2ND PARTY-WORKMAN

The 2nd Party-Union has not exhibited a single document.

LIST OF WITNESSES EXHIBITED ON BEHALF OF THE 1ST PARTY-MANAGEMENT NO.2

M. W.-1-Shri Shyam Kumar Satapathy.

LIST OF DOCUMENTS EXHIBITED ON BEHALF OF THE 1ST PARTY MANAGEMENT NO.2

Ext.-A-Agreement dated 23-6-1992.

Ext.-B-List of contract labourers.

Ext.-C-Copy of notification of Central Government about contract labourer in Depots.

Ext.-C/1-English copy of Ext.-C.

Ext.-D-Order of the Zonal Office, dated 21-10-1992.

Ext.-E-Copy of Muster Roll

Ext.-F-Copy of office circular dated 11-6-1991

नई दिल्ली, 21 नवम्बर, 2008

का.आ. 3356.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं आई.टी.डी.सी. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारम् नं. 2, मुम्बई के पंचाट (संदर्भ सं. 2/62 आॅफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/248/2001-आई.आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3356.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. CGIT-2/62 of 2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of Indian Tourism Development Corporation Ltd. and their workmen, received by the Central Government on 20-11-2008.

[No. L-42012/248/2001-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT: A. A. Lad Presiding Officer****Reference No. CGIT-2/62 of 2002****Employers in Relation to the Management of India
Tourism Development Corporation Ltd.**

The Regional Manager,
India Tourism Development Corporation Ltd.,
D-25, Lavika Palace,
Plot Nos. 225 to 258 & 263 to 267,
Sector 21, Nerul,
Navi Mumbai-400 706.

1st Party

And

Their Workmen

[The Vice President, All India ITDC
Employees Union), Nirmal Bldg;
Nariman Point, Mumbai-400 021.]
(S. N. Khatri)

2nd Party

APPEARANCE:

For the Employer : M/s. Consulta Juris, Advocates

For the Workmen : Mr. B. K. Hegde, Advocate.

Date of Reserving Award: 28-03-2008.

Date of Passing of Award: 24-10-2008.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

2. The Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/248/2001-IR(CM-II) dated 25th July, 2002 in exercise of powers conferred by Clause(d) of sub-section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of India Tourism Development Corporation Limited, Mumbai in withholding eight increments with cumulative effect and recovery of all financial benefits drawn by Shri S. N. Khatri, Senior Accountant from 30-11-1992 to 23-6-1993 is legal and justified ? If not, to what relief he is entitled to?"

2. Claim Statement is filed by the concerned workman at Exhibit 7 making out the case that, he joined services with India Tourism Development Corporation (ITDC) on 4th December, 1975 as an Accountant and was promoted as Senior Accountant with effect from 4th December, 1988. According to 2nd Party his service record was clean and meritorious.

3. 2nd Party states that, in April, 1992 Management of the ITDC introduced a Voluntary Retirement Scheme (VRS) in which employees were given option to apply for opting scheme on or before 31st May, 1992. The scheme further gave an option to withdraw the application opting the scheme before 30th June, 1992. The concerned workman applied for VRS but on 15th June, 1992 decided to withdrawn it. But, however, though 2nd Party withdrew it, the VRS before 30-6-1992 he was not permitted by the Management to withdraw it. On that 2nd Party wrote 3 letters requesting the Management to consider his request and permit him to withdraw the VRS. However, no reply was given by the Management and he was not allowed to resume his duties.

4. He states that, during that period he applied to Indian Institute of Technology, Kanpur, and got employment there with effect from 18th August, 1992. Thereafter, the Management of ITDC informed the concerned workman that, the liberty sought by the concerned workman to withdraw his VRS with effect from 30-11-1992 was accepted and he was permitted to withdraw his VRS and also permitted him to report on duty.

5. According to 2nd Party Workman charge sheet was issued to him on 19th July, 1995 by levelling various charges of theft, dishonesty and charge of habitual breach of Standing Orders, etc. were levelled. Charge of commissioning act of subversive to discipline or good behaviour at the premises of the establishment was also levelled against the concerned workman. Shri Ghai was appointed as Enquiry Officer. According to 2nd Party no proper opportunity was given to him by the concerned Enquiry Officer. Enquiry was not conducted as per the Standing Orders. No opportunity was given. Enquiry was not fair and proper. Finding given by the Enquiry Officer was perverse. 2nd Party stated that, the punishment imposed on the alleged charges is illegal and have no substance. He states that, the finding given by the Enquiry Officer is perverse. So the punishment given on such an enquiry of stoppage of eight yearly increments is not just and proper. So he pray that, the punishment of stoppage of 8 yearly increments be quashed and set aside with directions to ITDC to release those with interest.

6. This is disputed by the 1st Party, ITDC, by filing written statement, at Exhibit 8, contending that, the concerned workman does not fall within the definition of the "Workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947. According to 1st Party said employee was employed mainly in managerial and administrative capacity as well as was doing work in supervisory capacity. The designation and post of the concerned workman does not permit him to call him as a "Workman" as defined u/section 2(s) of the Industrial Disputes Act, 1947. It is further stated by the 1st Party, Management, that, the concerned workman was initially

appointed as Accountant when he joined 1st party on 4th December, 1975. Then he was promoted as Senior Accountant with effect from 9th December, 1988. Since that time, he was performing the duties of Senior Accountant. Since he was appointed in supervisory capacity and exercising functions mainly of managerial nature, he cannot come under Section 2(s) of the Industrial Disputes Act, 1947.

7. It is further contended by the 1st Party that, VRS was introduced. 2nd Party applied for VRS. It was accepted by the 1st Party. All benefits of VRS were given to him. Even he accepted all those. Then he applied for withdrawal of VRS. His request was accepted and he joined again on 1st Party w.e.f. 30th November, 1992. That time he was asked to deposit the amount of VRS benefit and he was supposed to withdraw the case filed by him against the Management and he was not supposed to claim the back wages as a duty period. On that condition he was permitted to resume on duty after allowing him to withdraw the VRS request. On acceptance of those conditions he reported on duty w.e.f. 30th November, 1992.

8. It is further contended by the 1st Party that, thereafter it came to know that, during that period 2nd Party applied for jobs with several public sector undertakings and institute without routing his applications through proper channel and unauthorisedly used office stationary for the said purpose. Even he submitted false caste certificates and accepted employment with Indian Institute of Technology, Kanpur. He joined I.I.T., Kanpur on 18th August, 1992. He was placed on probation by the I.I.T., Kanpur and his services were terminated by it w.e.f. 23rd June, 1993. According to 1st Party during 30-11-1992 to 22-6-1993 concerned workman was getting double benefit of those employments i.e. from I.I.T., Kanpur and of the employment of the 1st Party. Even he was claiming H.R.A., medical reimbursement, tuition fees for his children etc. from both. Even office of the Additional District Magistrate, Nagpur by its letter dated 1-8-1994 informed that, the Caste Certificate produced by the concerned workman was not issued by the Tahsildar of Nagpur city. Enquiry was ordered to examine the Caste Certificate issued at Ulhasnagar and the Executive Magistrate, Ulhasnagar, by his letter dated 9-2-1994 informed that, the concerned workman was issued the Caste Certificate for his 3 children on the basis of the Caste Certificate issued by the Additional Executive Magistrate, Nagpur. Accordingly charge sheet was served on the concerned workman mentioning double employment, forged Caste Certificate, misusing office stationary, taking benefit of 2 employment etc. Full opportunity was given to the concerned workman to participate in the enquiry. Enquiry was conducted as per Standing Orders. He was allowed to be represented through his defence representative. After considering the findings given by the Enquiry Officer punishment of stoppage of

eight annual increments was given to the concerned workman, instead of taking any drastic action which is just, proper and does not require interference. So it is submitted that, since 2nd Party is not a "Workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947 and charges levelled against him were proved, the punishment awarded of stoppage of 8 annual increments does not require to interfere.

9. 2nd Party filed rejoinder at Exhibit 9 denying the allegations of the 1st Party and states that, the enquiry was not fair and proper and punishment awarded on him of stoppage of eight annual increments is disproportionate.

10. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 10. Out of them Issue Nos. 1 to 4 are treated as preliminary issues which cover main Issue of Workman, fairness of the enquiry, finding of the Enquiry Officer and maintainability of the proceedings which I answer as follows :

<u>ISSUES</u>	<u>FINDINGS.</u>
1. Whether S. N. Khatri is a workman under the definition of Section 2(s) of the Industrial Disputes Act ?	No
2. Whether the reference is maintainable under Section 2 (k) of the Industrial Disputes Act ?	No
3. Whether the domestic inquiry conducted against the workman was as per the principles of natural Justice?	Yes
4. Whether the findings of the Inquiry Officer are perverse?	No.
5. Whether the action of the Management of India Tourism Development Corporation Limited Mumbai in withholding eight increments with cumulative effect and recovery of all financial benefits drawn by Shri S. N. Khatri, Senior Accountant from 30-11-1992 to 23-6-1993 is legal and justified ?	Does not survive
6. What relief he entitled to ?	As per order below.

ISSUE NOS. 1&2:

11. The concerned 2nd Party who will be called hereinafter by name Khatri involved in the reference made out the case that he joined 1st party

as accountant and was then promoted as Senior Accountant. According to him he was discharging duties of workman and falls under the definition of the workman. Whereas case of the 1st Party is that his designation as Accountant and then as Senior Accountant does not permit him to call him as a "Workman". According to 1st party he was doing managerial duties. He was discharging duties of Administrative and since nature of his duties were of supervisory capacity he cannot be called as a "Workman". It further contends that, since he is not a "Workman". The dispute filed by Khatri does not fall u/section 2(k) of the Industrial Disputes Act, 1947.

12. Definition of "Workman" is given under Section 2(s) of the Industrial Disputes Act, 1947 which reads as under:

"(Section 2(s): "Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person:

- (i) who is subject to the Air Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.)"

The definition of Industrial dispute under Section 2(k) reveals that:

(Section 2(k): "Industrial dispute" means any dispute or difference between employers & employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

If we go through the definition of Section 2(s) of Industrial Disputes Act, 1947 which is pertaining to "Workman". It reveals that, a person employed in the industry to do any manual or skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward come within the definition of Section 2(s) of the Industrial Disputes Act, 1947. Here to call particular person as a 'workman'. he should do manual, skilled or technical, operation work which is clerical and if it is done supervisory or hire then he can not be called as a "Workman". Here case of the Management is that since he was appointed as an "Accountant", and then he was appointed as a Senior Accountant does not fall within section 2 (s) of the Industrial Disputes Act, 1947. Now, let us see what is the evidence led by both.

13. No doubt burden lies on both to prove their case Mr. Khatri examined himself at Exhibit 18 by filing an affidavit in lieu of the examination-in-chief where he states that he is the 'workman' and he falls within Section 2(s) of the Industrial Disputes Act, 1947. He says that no one is working under him. He states that he has no supervisory powers. He states that, he has to report to his superiors. In the cross he states that he is M. Com. from Pune University. He states that, he joined 1st party as Accountant. He states that, he was promoted and worked as a Senior Accountant. He states that, he was writing petty account and petty cash book as well as general ledger. He states that, from January, 1990 he was appointed as a Senior Accountant. He states that he was doing duties of the same type though he was appointed as a Senior Accountant. Though he states that, he was not having power of signing cheques, he signs the cheques under the authority of the Manager and was not having sole authority to sign the cheques independently. He admits that, he retired on completion of 58 years which was superannuation age in the establishment of the 1st Party. So this is the deposition of Khatri about his qualifications and about his job which he was doing with the 1st Party.

14. If we consider the status of Khatri who is empowered and who was signing the cheques, though under the authority of the Manager whether he cannot be called as a Workman? According to his qualification and power of signing the cheques though under the authority of the Manager whether does not permit Khatri to claim as a 'workman'? Generally picture of 'workman' comes before us who were in blue uniform and work as per the directions of his superior. But now here Khatri was doing work under the control of the Manager but nature of work done by Khatri is quite different than what is projected by the person who is wearing blue uniform who is called as a 'workman'. Here this fellow who is M. Com. and who initially joined as an "Accountant" and then promoted as "Senior Account" can claim as a 'workman'? Besides writing petty Bank account which is of much important and

responsible job, which he admits require to give separate considertion. He admits that, he was promoted as "Senior Accountant" in 1990 and got power of signing cheques in 1996. When he was having authority of signing cheques how person like this can be called as a workman?

15. Both have submitted written arguments, more precisely by concerned workman submitted written Synopsis at Exhibit 27 and Magagement at Exhibit 29. It is pertinent to note that, in the written submissions filed by Management at Exhibit 29 it makes out rather different story and case then what is projected in the Written Statement. In this written arguments Management raised the dispute about point of 'appropriate Government' which is not at all issue taken by the Management in the written statement. So I feel now at the time of arguments Management cannot raise the point of 'appropriate Government' and expect this Tribunal to decide when no opportunity was given to the concerned workman on that point.

16. Besides case-laws pointed out by the Advocate of the 2nd Party are about illegality of enquiry and about action taken by it. But at this stage we are on the point of "workman". Even issue of 'workman' with issue of maintainability of the proceeding is taken along with the Issue of fairness of enquiry and perversity of the finding.

17. As we are on the point of 'workman' and maintainability of the proceeding which goes to the root of the case I conclude Mr. Khatri, the concerned workman, is not the 'workman' and does not fall within section 2(s) of the Industrial Disputes Act, 1947. I am of the view that dispute raised by him cannot fall within definition of Section 2(k) of the Industrial Disputes Act, 1947 since Khatri is not a 'workman' and dispute raised by him cannot be called as dispute in between 'workman' and 'employer' as expected by Section 2(k) of the Industrial Disputes Act, 1947. Besides, nothing is stated by the concerned Khatri about his status as a 'workman' than denying his administrative capacity claimed by the 1st Party. Besides he has not shown what actual job was done by him to call him as a 'workman'. In fact burden was on him to show that he was a 'workman' and then burden shifts on the 1st Party to show that Khatri was not a 'workman'. When initially burden was on the 2nd party to show that, he is 'workman' and prove it then burden may shift to 1st Party to show that, he is not a 'workman'. Here Khatri failed to prove that, he is a 'workman'. In that premises one has to conclude that dispute raised by him cannot be a dispute as an industrial dispute as expected under Section 2(k) of the Industrial Disputes Act, 1947. So I conclude that, the concerned workman-Khatri is not a 'workman' and dispute raised by him is not an industrial dispute. Accordingly I answer this Issue to that effect.

ISSUE NO. 3 TO 6:

18. These Issues are regarding enquiry and perversity of the findings and on rest prayer. About enquiry concerned workman-Khatri has stated that, fair opportunity was not given to him and enquiry was not fair and proper. He also claims that, finding of the enquiry was perverse. Against that 1st Party has stated that, enquiry was fair and proper finding was not perverse.

19. In fact I need not require to discuss these Issue and give finding on it. I conclude that, Khatri is not the 'workman' and reference is not maintainable. However, if we go through the evidence which is available on record it appears that, apparently it shows that, charge of theft and misconduct was levelled against the concerned workman. Even charge of double employmennt was levelled against the concerned workman, Khatri. Even record and proceedings reveal that, Khatri applied without the knowledge of the 1st Party to various public undertakings of which letter is given to the concerned workman by the 1st Party which is not denied by Khatri. Charge sheet served on him is also not denied. Evidence brought on record reveals that, he applied to Indian Institute of Technology, Kanpur, without sending application through 1st Party when he was in the employmennt of the 1st Party. Even it is alleged that, he did double duties between 30-11-1992 to 22-6-1993 i.e. with the 1st Party and I.I.T., Kanpur and that fact is also not denied by the concerned workman-Khatri. Even letter of Union dated 11th September, 2002 speaks much about the moral and character of the concerned Khatri. In the said letter Union informed him that, it learnt about Khatri that, he is not honest and has misused employmennt as well as misused the caste certificate and has declared that, it does not want to help Khatri. In fact there is a letter of the Union at whose instance reference was made and said Union leader declared that, he does not want to help Khatri and then Khatri choose to contest this reference and engaged professional Advocate. All this reveals that opportunity was given to Khatri to participate in the enquiry. Finding was recorded. Finding given by the enquiry officer was on the evidence holding concerned Khatri guilty of the charges levelled and punishment of stoppage of 8 annual increments was awarded. In fact, as stated by the Union, in its letter dated 11th September, 2002 that, instead of terminating the services of Khatri lenient view was taken by the Management of stoppage of 8 annual increments ought not to have been challenged by Khatri. This letter itself proves that, Khatri has misused the process of law. It reveals that, Khatri tried to take disadvantage at all levels. Even there was allegation of forged caste certificate. There was allegation of double employmennt with the public undertakings at a time. There was allegation of misusing office stationary. There was also an allegation of applying to various public undertakings without the knowledge of the 1st Party and most of the charges are proved against the concerned workman.

20. All this reveals that charges leveled against the concerned Khatir were proved and finding given by the enquiry officer appears just, proper and not perverse. So I conclude that finding of the Enquiry officer was fair and proper. Besides nothing is stated by Khatir that, how enquiry was not fair and proper and what documents he asked for but were not supplied by the 1st Party or any other point to show that proper opportunity was not given and finding of the enquiry committee was perverse.

21. If we consider all this coupled with case made out by both, I conclude that, enquiry was fair, proper and finding not perverse. Even I conclude that, punishment awarded if stoppage of 8 annual increments is just as it was a lenient view taken than taking decision of Dismissal from the employment.

22. In view of the discussions made above I conclude that, reference of Khatir is not maintainable. When I answer above Issues to that effect in result I does not require to keep alive all other issues as well as a reference alive and observe it is not maintainable. Hence, the order :

ORDER

Reference is rejected with no order as to its costs.

Bombay, 24th October, 2008

A. A. LAD, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

कानूनी अधिकारी, 3357.—जौशोगिक विवाद अधिनियम, 1947 (1947 का 14) की थारा 17 के अनुसरण में केन्द्रीय सरकार एवं प्रसार भारती के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट जौशोगिक विवाद में केन्द्रीय सरकार औशोगिक अधिकारण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ सं. 1292/2k6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/167/2005-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3357.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1292/2k6) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Prasar Bharati, Broadcasting Corporation of India, and their workmen, received by the Central Government on 20-11-2008.

[No. L-42012/167/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri KULDIP SINGH

Case ID. No: 1292/2k6

Registered on: 30-11-2006

Date of Decision : 7-11-2008

Chandu Ram s/o Shri Kapooru Ram r/o Type-II, Set No. 20, CPWD Colony, Bemloe, Shimla.

Petitioner

Versus

The Director, Prasar Bharati, Broadcasting Corporation of India, Doordarshan Kendra, Shimla

Respondent

APPEARANCE

For the Workman : Mr. S. R. Sharma, Advocate,

For the Management : Mr. K.K. Tharkur,
Advocate,

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following matter for the adjudication of this Tribunal by this Tribunal vide their order No. L-42012/167/2005-IR(CM-II) dated 30th of Oct., 2006 :

“Whether the action of the management of Doordarshan Kendra, Shimla, in terminating the services of Sh. Chandu Ram w.e.f. January, 2003 is legal and justified ? If not, to what relief is the workman entitled ?”

The notice of the reference was given to the parties who appeared through their counsel and filed their pleadings in the shape of statement of claim, written statement, replication and supported the same with their affidavits. They also placed on record copies of some documents and the judgement of the Central Administrative Tribunal, Chandigarh. The case was being listed for the evidence of the workman when proposal for settlement of the dispute amicably was mooted. The workman submitted that in case he is provided work and is engaged on contract for any assignment for the category he had worked earlier or for work equivalent to that, he would withdraw his claim against the management. The respondent Director accepted the proposal and undertook to consider the engagement of the workman on contract for any assignment keeping in view his past experience of working with the management on an equivalent status or similar category provided he withdrew his case. Statement of Counsel for the workman and that of respondent Director were recorded. In view of

the statement made by the respondent, the workman has withdrawn from the contest of the case and does not want to produce any evidence in support of the claim. There is therefore, no evidence on record to show that the management had terminated the services of the workman Chandu Ram w.e.f. January, 2003 and their action was not legal and justified. For want of evidence the reference is answered against the workman and the award is passed holding that the workman is not entitled to any relief. Let the copy of the award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का.आ. 3358.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं प्रसार भारती के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चंडीगढ़ के पंचाट (संदर्भ सं. 1290/2K6) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/172/2005-आई आर (सी एम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3358.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1290/2k6) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Prasar Bharati, Broadcasting Corporation of India, and their workmen, received by the Central Government on 20-11-2008.

[No. L-42012/172/2005-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri KULDIP SINGH

Case I. D. No: 1290/2k6

Registered on: 30-11-2006

Date of Decision : 7-11-2008

Ashok Kumar S/o Shri Sahi Ram,
r/o village Kanda, P.O. Panesh,
Tehsil and district Shimla, Shimla.

...Petitioner

Versus

The Director, Prasar Bharati,
Broadcasting Corporation of India,
Doordarshan Kendra, Shimla
...Respondent

APPEARANCE

For the Workman :	Mr. S. R. Sharma, Advocate,
For the Management:	Mr. K.K. Tharkur, Advocate,

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following matter for the adjudication of this Tribunal by this Tribunal vide their order No. L-42012/172/2005-IR(CM-II) dated 30th of Oct, 2006. :

"Whether the action of the management of Doordarshan Kendra, Shimla, in terminating the services of Sh. Ashok Kumar w.e.f. January, 2003 is legal and justified ? If not, to what relief is the workman entitled ?"

The notice of the reference was given to the parties who appeared though their counsel and filed their pleadings in the shape of statement of claim, written statement, replication and supported the same with their affidavits. They also placed on record copies of some documents and the judgement of the Central Administrative Tribunal, Chandigarh. The case was being listed for the evidence of the workman when proposal for settlement of the dispute amicably was mooted. The workman submitted that in case he is provided work and is engaged on contract for any assignment for the category he had worked earlier or for work equivalent to that, he would withdraw his claim against the management. The respondent Director accepted the proposal and undertook to consider the engagement of the workman on contract for any assignment keeping in view his past experience of working with the management on an equivalent status or similar category provided he withdrew his case. Statement of counsel for the workman and that of respondent Director were recorded. In view of the statement made by the respondent, the workman has withdrawn from the contest of the case and does not want to produce any evidence in support of the claim. There is therefore, no evidence on record to show that the management had terminated the services of the workman Ashok Kumar w.e.f. January, 2003 and their action was not legal and justified. For want of evidence the reference is answered against the workman and the award is passed holding that the workman is not entitled to any relief. Let the copy of the award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3359.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल इंश्योरेन्स कं. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ सं. आई डी सं.-19/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2008 को प्राप्त हुआ था।

[सं. एल-17012/21/2006-आईआर (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3359.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No.-19/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workmen, which was received by the Central Government on 21-11-2008.

[No. L-17012/21/2006-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case I. D. No. 19/2007

Shri Dinesh Chand,
C/o Shri S.S. Meelu,
Labour Law Advisor,
H. No. 364, Sector-32-A,
Chandigarh.

...Applicant

Versus

The Regional Manager, OICL.,
Regional Office, the Oriental
Insurance Company Ltd.,
Surindera Building, SCO
No. 110-111, Sec-17-D,
Chandigarh-160017

...Respondent

APPEARANCES

For the workman : None.

For the management : Shri Charanjiv Singh Pasricha

AWARD

Passed on : 5-11-2008

Central Government *vide* notification no. L-17012/21/2006-IR (M) dated 14-2-2007, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Oriental Insurance Co. Ltd., Chandigarh in terminating the services of Shri Dinesh Chand, Ex-Caretaker w.e.f. 29-2-2006 without complying with the provisions of Section 25-F of the ID Act, 1947 is unjustified and illegal? If so, to what relief the workman is entitled to and from which date?"

2. None is present on behalf of the workman. Learned Counsel for the management is present. From last many days fixed for the hearing of this case the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2007. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 1.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh

5-11-08

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3360.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई ओ सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय/सं. 1, चण्डीगढ़ के पंचाट (संदर्भ सं. आई डी सं.-71/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2008 को प्राप्त हुआ था।

[सं. एल-42011/3/91-आईआर (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3360.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No.-71/92) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1 Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of IOCL and their workmen, which was received by the Central Government on 21-11-2008.

[No. L-42011/3/96-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case I. D. No. 71/92

Shri Om Parkash S/o Shri Vasudev, Talukee Gate, Mohalli Molviyan, House No. 144, Hissar-125001.

...Applicant

Versus

The General Manager, Indian Oil Corporation Ltd., Northern Region, World Trade Centre, Babar Road, New Delhi-110001.

...Respondent

APPEARANCES

For the workman Sri Amit Sharma

For the management None

AWARD

Passed on : 5-11-2008

Government of India *vide* notification no. L-42011/3/91-IR (Misc), dated 30-6-1992 has referred the following industrial dispute for judicial adjudication to this tribunal :—

“Whether the action of the management of Indian Oil Corporation Ltd., in terminating the services of Shri Om Parkash in the month of Feb. 1987 is just, fair and legal? If not, what relief the workman concerned is entitled to and from which date?”

2. The case of the workman in nut shell is that he entered into the employment of Indian Oil Corporation Ltd. at their Hissar depot as Tank Truck Driver on daily wages w.e.f. the year 1982. He worked with the management of respondent till February 1987; when his services were illegally and wrongfully terminated by the opposite party. the intermittent breaks in the services of the workman were not due to the fault of the workman. He was terminated against the provisions of Industrial Disputes Act. No notice or retrenchment compensation was given to him. He was retrenched whereas more than hundred other workers were recruited by the management of respondent. On this very ground the workman has prayed for his reinstatement into the service with full back wages.

The management of respondent opposes the claim of the workman by filing written statement. It was alleged by the respondent that he was engaged as a tank truck driver on daily wages for some period during 1983—1985. The total period of his engagement was 366 days in three years. After 1985 the workman has been in the employment of other companies. The respondent has a valid recruitment procedure for various jobs. The tank truck drivers, which is grade V post, are only selected from the existing employees ‘Khalasi’, etc., working in grade I-III, provided they fulfil

the eligibility norms and pass the relevant trade test. the workman has not been worked as permanent employee. He has not worked 240 days in the preceding year from the date of his termination. It is alleged by the management of respondent that in the year 1983 total working days were 124, in 1984 working days were 132 and in 1985 he worked only for 10 days, thus, in neither of the years of working he has worked 240 days. He was working as and when work was available and his disengagement cannot be termed as retrenchment.

Replication was also filed by the workman with the averments that he worked from 1978 till 1987 with the respondent. He has also mentioned some vehicles of respondent and stated that he was assigned duties on those vehicles. in his replication he has mentioned that his termination was in the month of May 1987.

Both of the parties were afforded the opportunity of being heard. Shri Om Parkash, workman filed his affidavit and was cross-examined by learned counsel of the Management. Shri R. K. Kafh filed his affidavit on behalf of the management of respondent and was cross-examined by learned counsel for the workman.

I have heard learned counsels for the parties and pursued the entire materials on record.

The reference which is referred by the Central Government to this Tribunal states the date of termination of the service of workman in the month of February 1987. In para No. 2 of the statement of claim the workman stated that he worked from 1982 till February 1987, when his services were terminated. Whereas, in replication para no. b (reply to preliminary objection), he has stated that he was employed by the opposite party in the year 1978 and in para no. 1 of the replication (on merits), it has been stated that his services were terminated in the month of May, 1997.

In his evidence (cross-examination) dated 3-11-93 the workman has admitted that his job was of casual nature. For the days he used to work, he was getting the wages. He has admitted that he has worked with M/s. Chopra Service Station on Vehicle No. HRM 6011 in the year 1985, 1986, 1987. He has also deposed voluntarily that he has worked with M/s. Chopra Service Station in the year 1985, 1986, 1987 interminately. Later on, he has further admitted that he has been working continuously with M/s. Chopra Service Station. He has further stated that presently he is also working with M/s. Chopra Service Station.

No statement of working days has been given by the workman, whereas, it is the duty of the workman to prove that he has worked with the department for 240 days in the preceding year from the date of his termination. Different date of termination has been mentioned by him in his statement of claim and replication. The years for which he has mentioned to work with the department, admittedly, he

had worked with M/s Chopra Service Station and he is also working with it presently. He has failed to prove that he worked with the management of respondent for 240 days in the preceding year from the date of its termination and as he is still working gainfully with M/s Chopra Service Station. He is not entitled to any relief. The reference is accordingly answered. Central Government be informed. File be consigned.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 21 नवम्बर, 2008

का. आ. 3361.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार सेन्ट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ सं. सीजीआईटी-2/87/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-11-2008 को प्राप्त हुआ था।

[सं. एल-42011/1/2002-आई आर (एम.)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st November, 2008

S.O. 3361.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/87/2002) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2 Mumbai now as shown in the Annexure, in the Industrial Dispute between the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 21-11-2008.

[No. L-42011/1/2002-IR(M)]

KAMAL BAKHNU, Desk Officer

ANNEXURE

BEPRE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : A.A. LAD, Presiding Officer

Reference No. CGIT-2/87 of 2002

Employers in relation to the management of:

1. Central Warehousing Corporation
2. Union of India
3. Directorate General, Resettlement
4. M/s. Bombay Security Services Pvt. Ltd.
5. M/s. Guard Well Safe Services Pvt. Ltd.
6. M/s. Rhino Securities India Pvt. Ltd.
7. M/s. Sam Industrial Security Agencies
8. M/s Amarjyoti Security Agency
1. The Regional Manager,
Central Warehousing Corporation, CSF-JNP,
Navi Mumbai-400709.
2. Union of India through Secretary to the Government
of India, Ministry of Labour, New Delhi.

3. Directorate General, Resettlement
(Ministry of Defence) through its
Director General, West Block-IV,
R.K. Puram, New Delhi-68.
4. M/s. Bombay Security Services Pvt. Ltd.,
A type, P/c, Sector 15, Vashi Navi Mumbai.
5. M/s. Guard Well Safe Services Pvt. Ltd.,
448, Clover Centre, B-2 Wing,
Moledine Road, Pune 411001.
6. M/s. Rhine Securities India Pvt. Ltd.,
E-5, Kumar Classics, Aundh, Pune 411007.
7. M/s. Sam Industrial Security Agencies,
Shop No. 14, Shivam Complex,
Vivekanand Road, Pungaon, Surat-394210.
8. M/s. Amarjyoti Security Agency
Shop No. 25, Punit Tower-1,
Sector 11, CBD Belapur, Navi Mumbai

1st Party

And

Their Workmen

The General Secretary,
Nhava Sheva Port and General Workers' Union,
Port Trust Kamgar Sadan, 2nd floor,
Nawab Tank Road, Mazgaon,
Mumbai-400010.

2nd Party

APPEARANCES

For the employer : M/s. S.I. Shah & Co.,
Advocates.

For the workmen : Mr. Alok Singh,
Advocate,

Date of reserving Award : 27-3-2008.

Date of passing of Award : 16-10-2008.

AWARD

The matrix of the facts as culled out from the proceedings as under :

1. The Central Government of India, Ministry of Labour by its Order No. L-42011/1/2002-IR(M) dated 27th November, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand made by Nhava Sheva Port and General Workers' Union, Mumbai for absorption/regularization of service of Watch and Ward (Security) Staff employed at CFC-CWC, Drongiri Node by the management of Central Warehousing Corporation is justified and legal? If so, what relief the disputants concerned entitled to and from what date?”

2. By filing the Statement of Claim at Exhibit 4, 2nd Party Union, through its Secretary, made out the case that,

it represents the concerned workmen of the 1st Party. Union submitted that, the Central Government has referred the present dispute to this Hon'ble Tribunal for adjudication as per the orders of the Hon'ble High Court in Writ Petition no. 5056 of 2002. Union further submitted that, it served a strike notice dated 25-9-2001 on 1st Party under sub-section (1) of Section 22 of the Industrial Disputes Act, 1947, to press for the immediate settlement of the demand that, services of all watch and ward (security) staff employed by the 1st Party for its Container Freight Station work at Dronagiri, District Raigad, New Mumbai, be regularized and the status and privileges of permanent workmen to given to these workmen from the date of their joining the services of the 1st Party. Union further submitted that, in the said notice Union contended that, the concerned workmen have been attending to the permanent nature of work and they have been paid the wages at a very low rate by the 1st Party through the sham and bogus contractor M/s. Guard Well Safe Service. Union submitted that, the contract arrangement between the 1st Party and the said contractor was a mere a paper made arrangement done by the 1st Party in order to deprive the concerned workmen of their rights and benefits. Union further submitted that, the concerned workmen have been exploited a lot and there is direct master servant relationship between the 1st Party and these workmen and therefore they are entitled to be made permanent. Union submitted that, their said demands were placed before the Assistant Labour Commissioner, Central-II, Mumbai for which the conciliation proceeding were held from time to time. Union further contended that, it vide its letter dated 30th October, 2001 addressed to the Assistant Labour Commissioner, Central-II, Mumbai justified the demand stating that, the workmen concerning the present dispute have been working in the capacity of security guard and security supervisor and they have been attending the permanent nature of work of the 1st Party in its Container Freight Station (CFS) at Dronagiri Node, Raigad, in the premises of the 1st Party and under the direct control and supervision of the 1st Party. It is contended that, 1st Party has employed the workmen directly to attend to the same and similar nature of work at its other work places and those workmen are on the roll of permanent workmen of the 1st Party. It is stated that, there is disparity in wages and other service conditions of the concerned workmen. Since they have been exploited a lot and given discriminatory treatment by the 1st Party. Union further submitted that, M/s. Guard Well Safe Services Pvt. Ltd., the so called agency has merely supplied the labour for the work of the 1st Party and the real employer is the 1st Party and no other agency or contractor. It is contended that, there is a direct relationship of master-servant between the 1st Party and these workmen and the 1st Party must accept the demand of the concerned workmen in the interest of justice. Union submitted that, it sent a list of concerned workmen to the Assistant Labour Commissioner, Central-II, Mumbai vide its letter dated 24-12-2001. 2nd Party Union

further submits that, the reconciliation proceedings failed hence, the Conciliation Officer and Assistant Labour Commissioner, Central-II, Mumbai forwarded his Failure of Conciliation Report to the Central Government. Union further contended that, it by its letter dated 16-4-2002 requested the Central Government to refer the dispute for adjudication so that the relief can be granted to the concerned workmen in time. Union further submitted that, it vide its letter dated 16th April, 2002 requested the 1st Party to continue the services of the concerned workmen during the period of proceedings commenced under the provisions of the Industrial Disputes Act, 1947. Union also, vide its letter dated 16-7-2001, requested the Central Government to issue Notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 prohibiting employment of contract labour in the establishment of the Management at Dronagiri Node in the watch and ward work being attended to by the workmen concerning the present dispute as all the ingredients engrafted under Section 10 of the Act are satisfied.

3. Union further submitted that, as the Central Government ought to have issued Notificaiton under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 in order to grant necessary relief to the workmen, 2nd Party—Union-submitted that, as the Central Government failed to and ignored to refer the industrial dispute for adjudication to the Central Government Industrial Tribunal under the provisions of the Industrial Disputes Act, 1947, the Union filed Writ Petition being No. 1238 of 2002 in the Hon'ble High Court Bombay, 2nd Party further submitted that, the Central Government vide its order dated 18-7-2002 informed the 2nd Party/Union that, prima-facie, the Ministry of Labour does not consider the dispute for adjudication since the concerned workmen were not appointed by the Management of CWC. 2nd Party further submitted that, aggrieved by the said order of the Central Government, it filed a Writ Petition no. 5056 of 2002 before the Hon'ble Bombay High Court on 22-8-2002 praying for directions to the Central Government to refer the dispute for adjudication under Section 10 of the Industrial Disputes Act, 1947.

4. Union further submitted that, on 30-8-2002 the Hon'ble High Court passed ad-interim order directing 1st Party not to terminate the services of the workmen listed in Exhibit "A", if not already terminated and the Advocate of the 2nd Party by his letter dated 30-8-2002, communicated the said orders to the 1st Party by fax and a fax letter was personally handed over by one of the workmen to the Manager of the 1st Party. The Regional Manager of the 1st Party merely ignored the letter and called the Police officers in the premises and directed the Police Officers attached to the Uran Police Station to remove the workmen from their work place who were on duty on 30-8-2002 for day shift commencing from 7.00 a.m. and ending at 7.00 p.m.

2nd Party submitted that, 57 workmen performed their duty upto the end of the shift on 30-8-2008 and about 24 other workmen reported for their duty at 7.00 p.m. for night shift commencing from 7.00 p.m. to 30-8-2002. 2nd Party submitted that, though the orders of the Hon'ble High Court were made known to the 1st Party, 1st Party used the Police force and removed the workmen from the work place and did not allow the workmen to join their duty on and from 7.30 p.m. on 30-8-2002. 2nd Party submitted that, the fact of the attendance and performance of duty by the workmen is evident from Daily Attendance sheets dated 19th and 30th August, 2002 and Gate passes regarding in and out movement of containers from the work place of the 1st Party which are signed by the workmen on duty on 30th August, 2002 upto 6.50 p.m. on 30-8-2002. 2nd Party submitted that 104 workmen were in services of the 1st Party through its dubious contractor upto 7.30 p.m. on 30-8-2002 whereas the Hon'ble Bombay Hihg Court had passed the orders on 30-8-2002 at about 4.00 p.m. These 104 workmen have been removed from services w.e.f. 7.30 p.m. on 30-8-2002, whereas 24 workmen concerning the Writ Petition and the present dispute were in services on 30-8-2002 and Shri S.V. Bhalerao, one of the workmen filed the affidavit before the Hon'ble High Court on 4-9-2002. Union submitted that, 128 workmen listed in the Exhibit "A" were working for security work of the 1st Party through M/s. Guard Well Safe services Pvt. Ltd. an agency sponsored by the Directorate General of the 1st Party from 1998 and earlier they were employed through other agencies.

5. Union further submitted that, when an industrial dispute was raised by the 2nd Party, all those 128 workmen were working for the 1st Party through M/s. Guard Well Safe Services Pvt. Ltd. The Failure of Conciliation Report was forwarded to the Government on 21-1-2002. Thereafter 1st Party changed the contractor and a group of 104 workmen out of 128 workmen was working for the 1st Party through M/s. Rhino Securities (India) Pvt. Ltd. and remaining 24 workmen were working for the 1st Party through M/s. Amarjyoti Security Services w.e.f. 1-5-2002, 2nd Party submitted that, 104 workmen out of 128 workmen listed in Exhibit "A" top the Petition were refused employment on and from 7.30 p.m. on 30-8-2002, M/s. Rhino Security (India) Pvt. Ltd. handed over the charge to the new coming contractor at 6.00 p.m. on 30-8-2002, copies of which were tendered before the Hon'ble High Court when the Hon'ble High Court was pleased to pass an order on 18-9-2002. 2nd Party submitted that, the whole conduct and action of the 1st Party was to circumvent the provisions of law and disobey the orders passed by the Hon'ble High Court on 30-8-2002 and the orders those were likely to be passed in the course of the proceedings by the Hon'ble High Court. 2nd Party submitted that on 30-8-2002, 104 workmen out of 128 workmen were working for the 1st Party through M/s. Rhino Securities (India) Pvt. Ltd. and remaining 24 workmen were working for the 1st Party through another contractor who was engaged for 2 years

w.e.f. 1-5-2002, 2nd Party submitted that, at the time of hearing the Writ Petition on 30-8-2002 1st Party misinformed the Hon'ble High Court that the contract of the third Respondent had expired on the same day and the workers in question were discontinued and 1st Party had then engaged services of the 4th Respondent as per the guidelines of the Central Government. The Hon'ble High Court by order dated 18-9-2002 declined to accept the prayer of the 2nd Party for grant of interim relief because of the said misinformation given by the 1st Party by directed the 2nd Party to make the application for grant of interim relief before this Hon'ble Tribunal. 2nd Party submitted that, majority of the workmen deployed in place of 104 workmen by new coming contractor w.e.f. 30-8-2002 are not ex-servicemen as contended by the 1st party. 2hd Party submitted that, the 1st Party continued to circumvent the provision of law, frustrated the interest of workmen and further terminated the services of remaining 24 workmen w.e.f. 20-5-2002 at 11.00 a.m. in utter disregard to the orders passed by the Hon'ble High Court 2nd Party submitted that, the 1st Party by its letter dated 18-9-2002 i.e. the date of passing the orders by the Hon'ble High Court, directed the contractor to terminate the services of the remaining 24 workmen w.e.f. 20-9-2002, 2nd Party submitted that, as the facts are now made amply clear, it would be in the interest of justice that, this Hon'ble Court be pleased to grant interim relief to the extent of directing the 1st Party to maintain status quo ante and from 17-8-2002 so that all 128 workmen remain in services of the 1st Party till final disposal of the Reference, 2nd Party submitted that, the demand made by it is fully legal and justified since all the workmen concerning the dispute were attending to the permanent nature of work of the 1st Party, in the premises of the 1st Party, under the control of the 1st Party; all the intermediaries/contractors were merely supplying these workmen for the work of the 1st Party; 1st Party was taking direct disciplinary action against the concerned workmen and also appointing the workmen from time to time. It is stated that, the contracts between the 1st Party and the contrctors are mere paper made arrangements and those are sham bogus and mere a camouflage to deprive the workmen of the benefits which were available to the regular workmen of the 1st Party: that, the concerned workmen were fully covered under the Notification dated 9-12-1976 issued by the Central Government under the contract Labour (Regulation and Abolition) Act, 1970 and they were entitled to be absorbed in direct services of the 1st Party if it had followed the law; all the engredients engrafted under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 were satisfied in case of the work of the 1st Party that was being attended to by the workmen i.e. the concerned work is necessary to industry and that is carried on in the establishment, it is done ordinarily through regular workmen in the similar establishments, the work is of perennial nature, and the 1st Party is required to employ considerable number of whole time workmen for the said

work. It is stated that, all the workmen were working under the control of the 1st Party without any objection till 30-8-2002 and to the full satisfaction of the 1st Party. Oyo's stated that, 1st Party /CWC has been indulging in unlabour practices. It is stated that, 1st Party/CWC has designed conspiracy resultant of termination of the services of the workmen; contracts between the contractors and the 1st Party /CWC are illegal, voidable and without jurisdiction. It is stated that, there were direct relationship of the master and servant between the 1st Party/CWC and the workmen and there were only show made by the 1st Party/CWC of the contractors, 2nd Party further submitted that, no appointment had been made by the contractors, rather it had been done by the 1st Party/CWC and due to ulterior motive and avoid the clutches of the Labour Law, no appointment letter had been furnished to the workmen and only the show had been made by the 1st Party/CWC of the contractors.

6. Union further submitted that, as per directions of the 1st Party/CWC the workmen are/were entrusted the work of security arrangement of the containers till the movement of containers to the Port or outside of the CFS, to check the Form No. 13 to ensure that the unloading is being done at the earmarked yard/shifting point, to put signatures on Form No. 13, thorough checking in and out entries of vehicles at the gates, checking of gate passes checking of the persons visiting the CFS and checking the cargo on the vehicles, to open and close the shutters of the shed, to catch the thieves, produce them before the 1st Party/CWC and before the Police as per the directions of the 1st Party/CWC, to do proper arrangement of vehicles in and out of the premises of the 1st Party/CWC and watching the sheds, buildings etc. in the premises of the 1st Party/CWC making entries in the registers about the vehicles entering in and going out of the CFS, obey all the orders and directions of the 1st Party/CWC is done by these workers. 2nd Party in support of their contentions stated that, the concerned workmen were attending to their work under direct control of the 1st Party/CWC relied upon the documents shown at Sr. Nos. 12 to 22 of the list of documents and that, the 1st Party/CWC was taking disciplinary action against the workmen is revealed from the documents shown at Serial Nos. 23 to 29 of the list of documents. 2nd Party further submitted that, there was direct control of the 1st Party/CWC and the workmen were attending to the work as per direction of the 1st Party/CWC, 2nd Party further submitted that, the documents shown at Serial Nos. 28 to 48 establish the fact of such control of the 1st Party/CWC over the concerned workmen. 2nd Party submitted that, the concerned workmen sign on the documents passed on to them by the 1st Party in respect of the work to be attended to by these concerned workmen in support of this 2nd Party produced documents at Serial Nos. 49 to 92 of the list of documents filed separately.

7. 2nd Party further submitted that, the workmen have caught the thieves and have reported such cases to the 1st Party/CWC directly for further action. 2nd Party further submitted that, the workmen were working for the 1st Party in total absence of the contract as can be observed from the documents at Serial No. 130 of the list of documents filed separately. The payment of wages were made by the 1st Party/CWC though the contractor as can be seen from the documents at Sr. No. 130 2nd Party, therefore, submitted that, it has proved that, only show was made by the 1st Party/CWC of the contractors. 2nd Party further submitted that, the concerned workmen were deployed for overtime work on the request of the 1st Party/CWC. 2nd Party submitted that, the attendance of the concerned workmen was supervised by the 1st Party/CWC and its officers used to sign on the attendance registers in token of their supervision and control. 2nd Party further submitted that, the security staff working at CWC Drongiri Node for the 1st time unionized became eye sore to CWC authorities. 2nd Party submitted that, as per the clause 26 of the D.G.R. guidelines, it is open for agency relaxation upto 49% civilians in place of E.S.M. and it is not mandatory rather it is advisory and suggestive as speaks the clause 15 and others and there has been mentioned the word "will be" whereas the authority of the 1st Party/CWC has mentioned the word "shall be" in clause 5 giving award to contractors which is not permissible in law as well as on fact and the direction given by the Ministry of Defence on 4-12-2001 is not also mandatory and it is for only applicable in new appointments.

8. 2nd Party submitted that, the termination of the concerned workmen have been done without the compliance of the laws of clause 25F of the Industrial Disputes Act, 1947, and in utter disregard of the High Court Order passed on 30-8-2002 is illegal and bad in law and hence the contract between 1st Party/CWC and the contractors is illegal and without jurisdiction and their contract got no value in the eye of law. 2nd Party submitted that, the workmen in the civilian category have been employed right from 1995 and some of them from 1998, without any objection of the 1st Party/CWC and there are 29 E.S.M. out of 128 workmen. It is submitted by the 2nd Party that, the contract of M/s. Guard Well Safe Security Services Pvt. Ltd. was renewed on two occasions i.e. on 1-2-98 and on 1-2-2000. On both the occasions there was no objection of the 1st Party.

9. Union prayed to hold and declare that, the demand made by the 2nd Party for absorption/regularization of services of watch and ward staff employed at CSF-CWC, Drongiri node by the 1st Party/CWC is justified and legal, the concerned workmen are entitled to be treated as permanent workmen of the 1st Party/CWC from the dates of their joining the services of the 1st Party/CWC and are entitled to all the service benefits retrospectively and 2nd Party also requested for grant of interim reliefs directing

the 1st party to maintain status quo ante on and from 17-8-2002 in respect of the employment of the concerned workmen till final disposal of the dispute.

10. This prayer is disputed by the 1st Party/CWC, by filing reply at Exhibit 12, denying the allegations of the 2nd Party and case made out by the concerned workmen, though Union, contending that, the Reference is not maintainable under the provisions of Industrial Disputes Act, 1947. 1st Party/CWC submitted that, there is no relationship of Employer-Employee between the concerned workmen and the 1st Party/CWC. 1st Party contended that, in fact on the said ground the Central Government and Ministry of Labour vide their order dated 18-7-2002 refused to make the Reference in respect of the dispute raised by the concerned workmen. 1st Party/CWC contended that, however, the Hon'ble high Court was of the opinion that, Central Government is not empowered to take the decision on the relationship between the concerned workmen and the 1st Party/CWC and, accordingly, the direction was given by the Hon'ble High Court in Writ Petition No. 5056 of 2002 by an order dated 18-9-2002, thereby the dispute was referred to this Tribunal and the Hon'ble High Court by the said order also refused to grant interim relief in favour of the concerned workmen. 1st Party, therefore, contended that, in any event on the merits of the matter, Reference is not maintainable and requested this Tribunal to look into the Reference on merits and not on the sympathetic ground as alleged. 1st Party/CWC contended that, it is a Public Sector Undertaking established under an Act of Parliament called Warehousing Corporation Act, 1962, under the Ministry of Food, Civil Supplies and Consumer Affairs. 1st Party/CWC further contended that it engages the Security Guards for some of the Units all over the country as per requirement for watch and ward purposes. 1st Party/CWC further contended that, as per the instructions issued vide Office Memorandum No. 6/22/93-DPE(SC/ST), Ministry of Industrial Department of Public Enterprises dated 11th November, 1994, all the PSUs can obtain the contract security services from the Director General of Resettlement, Ministry of Defence only. It further contended that, the Director General of Resettlement vide their letter No. 2112/SA/Policy/Emp-2 dated 9-2-1996 advised the PSUs to place their demand for security work through DGR sponsored Agencies only as per the directions issued by the DPE vide their letter dated 11-11-1994.

11. 1st Party/CWC further contended that, the Agencies sponsored by DGR are required to engage Ex-Servicemen of different ranks and also getting the PF exemption in case they provide 100% Ex-servicemen as clarified by the DGR vide their letter dated 4-12-2001, 1st Party/CWC contended that, it awarded the contract of the security services to M/s. Guard Well Safe Services Pvt.

Ltd. at CFS, D. Node w.e.f. 1-2-1998 to 31-1-2000 initially for a period of two years and extended as per DGR Guidelines upto 31-1-2002 and subsequently for another period of 3 months upto 30-4-2002. 1st Party/CWC further contended that, on expiry of the contract of M/s. Guard Well Safe Services Pvt. Ltd., the DGR vide letter dated 10th October, 2001 sponsored the names of 3 Agencies for undertaking the work at CFS, D. Node. The said work thereafter was awarded to Colonel N.K Kalia, M/s. Rhino Services Pvt. Ltd. for a period of two years vide letter dated 11-4-2002 who started executing the contract on 1-5-2002 at CFS, D. Node.

11A. 1st Party/CWC further contended that, at the time of handing over/taking over, the guards of M/s. Guard Well Safe Services alongwith some other persons assembled at CFS, D. Node and resisted the change of guards brought by M/s. Rhino Securities Pvt. Ltd. It was claimed by the employees of M/s. Guard Well Safe Services that, they all are Ex-servicemen but their documents were not available with them. In order to avoid any untoward incident, the Police were called at the relevant time and it was decided that the earlier guards will provide the documentary evidence of their being Ex-servicemen within a period of one month. 1st Party/CWC further contended that, the report was given by M/s. Rhino Securities Pvt. Ltd. alongwith handing over/taking over certificate as well as roll of security guards of M/s. Guard Well Safe Services. 1st Party/CWC further contended that, after constant persuasions by M/s. Rhino Securities Pvt. Ltd. and 1st Party/CWC, none of the guards of M/s. Guard Well Safe Services, listed at Exhibit A to the Writ Petition No. 5056 of 2002, provided their documents of their being Ex-servicemen. 1st Party contended that, M/s. Rhino Securities Pvt. Ltd. in such situation expressed their inability to continue with the contract and requested CWC vide letter dated 15-7-2002 informing them to relief them from the contract at the earliest. 1st Party contended that, the said facts were pointed out by the 1st Party/CWC before Conciliation Officer and Assistant Labour Commissioner Central (I), Mumbai, and accordingly failure report was forwarded to the Central Government. 1st Party/CWC contended that, the Central Government also prima facie on the merits of the matter was convinced and refused to make the Reference. However, on technical ground, the Hon'ble High Court set aside the order dated 18-7-2002 passed by the Central Government and passed an order directing the Central Government to make the Reference for adjudication on merits. 1st Party contended that, in any event it is open for the Respondents to take up the defense before this Hon'ble Tribunal in respect of maintainability of the Reference and jurisdiction of the Hon'ble Tribunal to adjudicate the dispute. 1st Party/CWC contended that the present reference is not maintainable before this Tribunal. Moreover, it is stated that, this Hon'ble Tribunal has no jurisdiction to adjudicate the dispute between the

the parties under the provisions of Industrial Disputes Act, 1947 on the ground that, there is no relationship of Employer-Employee between the parties. 1st Party further contended that, in fact the Writ Petition No. 1238 of 2002 filed by the 2nd Party was also disposed off by an order dated 5-10-2002 passed by Their Lordships. 1st Party contended that in any event in the said petition no interim relief was granted by the Hon'ble Court in the month of April, 2002. 1st Party/CWC denied that, any ad-interim order dated 30th August, 2002 restraining 1st Party/CWC from terminating the services of the concerned workmen, listed in Exhibit A to the said petition was passed. 1st Party/CWC contended that, while disposing off the said Writ Petition in order dated 18-9-2002 it is recorded that Hon'ble Court is not inclined to accept the Petitioner's (2nd Party herein) application for grant of interim relief. 1st Party/CWC contended that, since M/s. Rhino Securities Pvt. Ltd. vide letter dated 15-7-2002 requested to the 1st Party to relieve them from contract, in order to arrange the security CFS, D. Node awarded the work to other Agency sponsored M/s. Sam Industrial Security Agency vide letter No. CWC/E-150(2)/02-03/2710 dated 5th August, 2002. 1st Party contended that, it vide its letter dated 29th August, 2002 requested M/s. Rhino Securities Pvt. Ltd. to handover the charge of security work at CFS, D. Node to M/s. Sam Industrial Security Agency at 12.00 hrs on 30-8-2002.

12. 1st Party/CWC further contended that, in order to avoid any untoward incidence and to over come that resist of the existing guard as happened on 1-5-2002 as a precautionary measure a letter, dated 29-8-2002, was sent to the Police Station, Uran to provide the police protection for smooth change over security agency.

13. 1st Party/CWC further contended that, M/s. Sam Industrial Security Agency has joined on 30-8-2002 at 12.00 hrs at CFS, D. Node and engaged Ex-servicemen as their security guards. 1st Party/CWC contended that, on joining of M/s. Sam Industrial Security Agency, the contract of M/s. Rhino Securities Pvt. Ltd. stands terminated as stated in its letter dated 30-8-2002 with immediate effect. It further contended that, inspite of joining of M/s. Sam Industrial Security Agency, the guards of M/s. Rhino Securities Pvt. Ltd. refused to leave the campus and assembled at the gate illegally and without permission. The said guards were removed from the campus by the Police force in the evening after much persuasion etc. on 30-8-2002. 1st Party/CWC further contended that, even the Counsel appearing on behalf of the 1st Party/CWC, at the time of hearing of Writ Petition No. 5056 of 2002 made statement in court on 30-8-2002 that the services of M/s. Rhino Securities Pvt. Ltd. were terminated by it on 30-8-2002 at 12 noon. 1st Party/CWC contended that, accordingly the order dated 30-8-2002 was passed by the Hon'ble High Court when the matter reached for admission at about 5 p.m. on 30-8-2002.

1st Party/CWC submitted that, the contentions of the 2nd Party that they were on duty on 30-8-2002 till 7.30 p.m. is false and baseless. In further submitted that inspite of the intervention of Police force, the said guards refused to leave the campus and contended that the documents enclosed to their affidavit dated 4-9-2002 filed by the 2nd Party in the Hon'ble High Court are wrong and misleading. 1st Party/CWC contended that the said guards took the said papers from the truck drivers outside the campus of the 1st Party illegally and signed to show their presence on duty. 1st Party/CWC further contended that, the said guards, at Exhibit A to the petition, have failed to produce any proof regarding Ex-servicemen and moreover the said guards were the contract labour of M/s. Rhino Securities Pvt. Ltd. who have already expressed their inability to continue with the contract.

14. 1st Party/CWC further contended that, under these circumstances it had already awarded the work of providing security guards to M/s. Sam Industrial Security Agency *vide* its letter dated 5-8-2002. 1st Party/CWC says that, the labourers, at Exhibit A to the said petition, are not its employees and that there is no Notification issued against the 1st Party/CWC under Section 10 of the Contract Labour (Abolition & Regulation) Act, 1970 prohibiting contract labour with it. 1st Party/CWC contended that the said M/s. Sam Industrial Security Agency have engaged services of Ex-servicemen as per the office memorandum of Government of India. 1st Party contended that, as on 30-9-2002 after 12 noon the services of members of the 2nd Party stands terminated in view of the contract with M/s. Rhino Securities Pvt. Ltd. coming to an end and denied the allegations made by the 2nd Party in paras 8, 9 and 10 of its Statement of Claim. 1st Party/CWC contended that, it being a Public Sector Undertaking, it is bound by the orders passed by the Central Government and in that event the above reference cannot be heard without joining Union of India as Party. 1st Party/CWC further contended that, the concerned workmen have failed to submit any documentary evidence in support of their claim that the said workmen are the Ex-servicemen and no documentary evidence to that effect was produced within a period of one month as per the Guidelines laid down by DGR *vide* letter dated 4-12-2001 and in the absence thereof merely because M/s. Guard Well Safe Services have engaged their services contrary to the criteria laid down by the Central Government, 1st Party/CWC cannot be held responsible for their appointments by the said M/s. Guard Well Safe Services Ltd., moreover the said concerned workmen are not employees of Central Warehousing Corporation. No salary of the said workmen is paid by Central Warehousing Corporation. It is denied that, the concerned workmen are entitled to any relief from this Tribunal as prayed for. 1st Party/CWC also denied that, M/s. Sam Industrial Security Agency have not engaged Ex-servicemen as alleged. It is stated that, in any event, it is pertinent to note that, the Hon'ble High Court has

refused to grant interim relief in favour of the concerned workmen. 1st Party/CWC denied that it has terminated the services of 24 workmen w.e.f. 20-5-2002 in utter disregard to the orders passed by the Hon'ble High Court, and the Hon'ble High Court has not granted any interim relief in favour of the 2nd Party in Writ Petition No. 5056 of 2002. 1st Party/CWC further contended that the 2nd Party has failed to disclose to the correct facts and have deliberately failed to place on record the various orders passed by the Hon'ble High Court in Writ Petition No. 5056 of 2002 which speaks for itself. 1st Party/CWC, therefore, contended that the 2nd Party has failed to make out any case for interim relief as prayed for to maintain status quo ante on and from 17-8-2002 as alleged. 1st Party/CWC denied that the demand of the 2nd Party is fully legal and justified and that it had engaged the services of the concerned workmen as alleged. It is contended by the 1st Party/CWC that, even before the Conciliation Officer 2nd Party failed to produce the documentary evidence in support of Employer-Employee relationship and even on that ground the 2nd Party is not entitled to the reliefs as prayed for. 1st Party/CWC contended that the Notification dated 9-12-1976 issued by the Central Government under the provisions of the Central Labour (Abolition & Regulation) Act, 1970 is not applicable to the facts of the present case and denied that all the concerned workmen were working in the control of the 1st Party without any objection till 30-8-2002. 1st Party/CWC denied that the contract between Contractors and Central Warehousing Corporation are illegal, voidable and without jurisdiction, and have designed conspiracy with the third party as alleged.

15. 1st Party/CWC also denied that, there was any direct relationship of Master and Servant between the Respondents and the workmen as alleged or that various letters of the Respondents referred to at Serial Nos. 12 to 22 of the list of documents establish the relationship of Master and Servant between the 2nd Party to the 1st Party. 1st Party contended that, the said letters cannot be interpreted in favour of the claimants to establish their employment directly with the 1st Party, the said letters are the general instructions given to the Contractors and are issued by the 1st Party/CWC in their administrative exigencies. 1st Party/CWC further contended that the letters at Sr. Nos. 23 to 26 to the Statement of Claim are the instructions of the Respondents to their Contractors which are issued as per the Terms and Conditions of the contract executed between Central Warehousing Corporation and M/s. Guard Well Safe Services Pvt. Ltd. and the same does not establish that there is any Master and Servant relationship between the 1st Party and the concerned persons and denied that there was any direct control of the 1st Party over the concerned workmen as alleged. 1st Party contended that, it cannot be interpreted that the concerned workmen are employees of the 1st Party as alleged. 1st Party/CWC also denied that the

wages are paid by it and that it is responsible to pay overtime work payment as alleged. 1st Party/CWC contended that in view of the Office Memorandum dated 11-11-1994 issued by the Industrial Department, Government of India, the provisions of the Contract Labour (Abolition & Regulation) Act cannot be made applicable in this matter.

16. 1st Party/CWC further contended that, it is not true that due to Union activities, the concerned workman became eye-sore to 1st Party/CWC and that, the 1st Party/CWC started harassing to the security staff or that the concerned workmen are entitled to the various benefits as prayed for. 1st Party/CWC further contended that, the DGR Guidelines cannot be interpreted in favour of the concerned workmen with the 1st Party. 1st Party contended that, the directions given by the Ministry of Defence are mandatory and applicable in view of appointment. 1st Party/CWC denied that, the provisions of Section 25 F of Industrial Disputes Act, 1947 are attracted to the facts of this case as alleged. 1st Party denied that, it has acted in utter disregard of the Hon'ble High Court's order dated 30-8-2002 and denied that it has never raised any objection in respect of appointment of the Civilian category by the said Contractor.

17. It is further contended by the 1st Party that, it is for the concerned workmen to produce the documentary evidence in support of their claim that, they are Ex-servicemen of Defence. 1st Party/CWC contended that the grievance of the concerned workmen/Union cannot be adjudicated upon without joining their employers i.e. Contractors appointed by the 1st Party/CWC as the said Contractors are the necessary parties for adjudication of the above Reference. 1st Party/CWC further contended that, the said subject-matter of the interpretation of the said contract between Central Warehousing Corporation and Contractor cannot be adjudicated upon by this Hon'ble Tribunal and 1st Party/CWC denied that, the concerned workmen were the employees of the 1st Party/Central Warehousing Corporation. 1st Party/CWC further contended that, in view of the Jurisdiction of Hon'ble Supreme Court, the concerned workmen are not entitled for the reliefs as prayed for regulation of their services with the 1st Party/CWC and it contended that, the 2nd Party has not made out any case as prayed for in the Statement of Claim and denied that, the concerned workmen are entitled to be treated as permanent workmen of the 1st Party. 1st Party/CWC, therefore, submitted that the 2nd Party has failed to make out any case against the 1st Party/CWC and contended that, the claim is liable to be dismissed with costs.

18. Union filed rejoinder through Secretary at Exhibit 21 repeating most of the contentions taken in Claim Statement.

19. In view of the above pleadings the issues framed at Exhibit 57 which I answer as follows:—

ISSUES

FINDING

(i) There exists employer-employee relationship?	No
(ii) Whether services of the concerned Workmen were taken from camouflage, bogus and sham contractor which deserve to regularize by Central Warehousing Corporation?	No
(iii) Whether action of the Regional Manager of the Management dated 30-8-2002 in removing 57 workmen who were on duty was just and proper?	Yes
(iv) Whether work to 104 out of 128 workmen were refused on 30-8-2002 from 7.30 p.m. and M/s. Rhino Securities (India) Pvt. Ltd. handed over charge to new coming contractor which is against law?	No
(v) Whether 104 workmen were working for management work through M/s. Rhino Securities (India) Pvt. Ltd. and 24 through other contractor?	No
(vi) Whether workmen were attending permanent nature of work of Management under the control of the Management?	Yes
(vii) Whether workmen involved in the reference are entitled for absorption in the employment of First Party?	No
(viii) What order?	As per Order below.

ISSUE NOS. 1 AND 2:

20. The employees involved in the reference claim that, they are directly employees of the Central Warehousing Corporation. It is their case that, they were engaged by CWC-1st Party. It is their case that, CWC paid them directly, bogus Contractors are shown on record just to deprive the legal rights and benefits to the concerned employees, who are members of the Union. Whereas case of the CWC-1st Party is that, they are engaged through Contractors. It is their case that, they are not their direct employees. It is their case that, they were paid through Contractors. To prove that, Union placed reliance on the evidence lead by filing affidavit of Nagendra Kumar Singh, at Exhibit 61, in lieu of examination in chief, who gave names of the employees more precisely, their Serial numbers and

contend that, some group is engaged by different contractors and some by other contractors viz. M/s. Amar Jyoti Security Services, M/s. Rhino Securities (India) Pvt. Ltd. etc. In the cross this witness states that, he was appointed by Khan to work for CWC-1st Party and was paid by him. He was doing work of checking the vehicles on Gate. He admits that, he has no written documents to show that, other workmen have permitted him to depose in the proceedings on their behalf. He states that, said Khan was Security Officer working with CWC-1st Party. He states that, Khan was also paying salary to other 104 security persons involved in the reference. He states that, salary of other remaining workmen was paid by Amar Jyoti Security Agency. He admits that, he has no written termination order issued by CWC-1st Party. Then other witness examined by Union viz. Mahendra Singh, workman, whose affidavit in lieu of examination in chief is filed at Exhibit 52, who narrates the procedure followed in engaging security persons and through whom they were paid and through whom they worked with CWC-1st Party. In the cross he states that, the same story referring the name of Khan who is looking after their work and paying salary. He also admits that, he was taken through contractor and he has no direct relationship with CWC-1st Party. Third witness examined by Union, by name Akshbar Singh, whose affidavit in lieu of examination in chief is filed at Exhibit 67. He narrates the story of the employees involved in the reference. He also referred to the names of certain agencies through whom they were shown working with 1st Party. In the cross he admits that, Khan appointed him as admitted by other two witnesses and states that, he is paying their salary. The question was put to him as to how he is claiming relationship with CWC-1st Party to which he answered that, since he is working for CWC-1st Party in its premises since beginning, he is claiming employment with it.

21. Against that, CWC-1st Party filed affidavit of Abhay Singh, at Exhibit 67, in lieu of the examination-in-chief, who gave the procedure in what way contractors are engaged and contracts are accepted and he also states that, all the workers involved in the reference were engaged through Contractors. They were supposed to engage ex-servicemen. They had awarded the contract to the Security Services, M/s. Guard Well Safe Services Pvt. Ltd. and to M/s. Rhino Security (I) Pvt. Ltd. to engage the persons. He also referred to Writ Petition filed by the Union and the decision given by the Hon'ble High Court to show in what way reference was made. In the cross this witness states that, he do not know whether any appointment orders were issued by Security Agencies. He admits that, Management of the Security Agencies were not supervising work of these workers at present. However, they were taking periodical visits and checking the work from the record maintained. He admits that, the Management of Security Agencies was not physically present to carry out the business but their field officers and other personnel officers

are require to carry out the business. He admits that, workers were under the control of the Management. He admits that, workmen were working under the Security Agencies appointed by them. He admits that, Gate Incharge has power to check Gate passes and Form No. 13. He admits that, security agencies have supplied the workmen. He denies that, contract system is shown only on paper which is bogus and camouflage.

22. This is the evidence lead by both to show the relationship of the employees involved in reference with CWC-1st Party. In fact affidavit filed by these witness reveal that, they were working through contractors. Even record which is placed on record by way of evidence shows that, they have made out the case that, employees involved in the reference are engaged through different contractors. Even names of these contractors are not challenged and even their status is not challenged. Simply it is stated that, they are bogus and camouflage contractors. However, witnesses examined by Union admit that, some employees were engaged through Khan and were paid by Khan. Even they admits that, they have no written orders of appointments given by CWC-1st Party or termination order issued by CWC-1st Party.

Simply they say that, contractors are bogus, camouflage and as such they are really employees of the CWC-1st Party. No evidence lead on that point. No whisper about claim of remaining employees. Union filed written arguments issue-wise which is abnormal. For this issue they have submitted written arguments at Exhibit 68 with some citations. Decision of Apex Court while deciding the case of Workmen of Food Corporation of India v. Food Corporation of India published in 1985 (2) SC page 136, where it is observed that, if payment is made directly of the employee of the contractors then they become employees of the said employer. But here witnesses are admitting that, some were working through Khan and Khan was paying to them. There is no direct relationship of employee-employer as was in the case of Workmen of the Food Corporation of India, referred above, decided by Apex Court. Besides Union referred to decision of Jharkhand High Court while deciding the case of Employees in relation to the Management of Angarpathera Colliery of Bhart Cooking Coal Ltd. vs. Presiding Officer, Central Government Industrial Tribunal No. (2) published in 2003 II CLR page 418, where it was observed that, workmen when working with employers for years together they are employees of the said employer. But here it is not the case that these employees involved in the reference are directly working with 1st Party as happened in the case referred above supra. Decision of Apex Court while deciding the case of Panda R. K. vs. Steel Authority of India published in 1977 (SC) III LLJ where Apex Court observed that, to prevent exploitation of contract labourers by contractor or by establishment if such employee is engaged through

contractor or through some camouflage Contractor then such employees must be treated as employee of the employer. But here pleading of the Union is that, they were working for CWC-1st Party through contractors and even they claim that, contractors shown are camouflage and not genuine. But here no specific evidence is made to that effect by the Union to show that, contractors through whom these workers were working were name lenders or not at all in existence as happened in the above referred (Supra) case. In fact witnesses examined in this case they are admitting that, they were doing work through contractors and they have named contractors e.g. M/s. Rhino Securities (I) Pvt. Ltd. and others. Even they admit that, some were engaged by Khan and he was paying the wages. It may be that CWC-1st Party may be paying to Khan for the work get done through him, it does not mean that, payment made by CWC-1st Party through Khan is the payment of the CWC to the employees. At the most it can be said that, CWC-1st Party is paying for the work get done with the help of some employees through Khan. So according to me the evidence led does not lead us to conclude that, there is employee-employer relationship of the employees involved in the reference with CWC-1st Party and they can be called direct employees of the CWC-1st Party and also observe they cannot be regularised in the CWC-1st Party. So I answer these issues in the negative.

ISSUE NOS. 3 to 5 :

23. It is the case of the Union that, action taken by General Manager dated 30th August, 2002 in refusing employment to these workmen in CWC-1st Party is against law. It is to be noted that, on 30-8-2002 the contract which was in existence of M/s. Rhino Security (India) Pvt. Ltd. comes to an end. Even before that, the employees working through M/s. Rhino Security (India) Pvt. Ltd. were terminated by the said Security services. Even there was a Writ and interim relief was prayed. In that proceedings before the Hon'ble High Court no interim relief though sought was secured. That means at that time status of the employees involved in the reference was status of non-employment with Rhino Security (India) Pvt. Ltd. When employees involved in the reference lost their right to work as a result of contract which comes to an end with M/s. Rhino Securities (India) Pvt. Ltd. and as a result of that, they lost the work of CWC-1st Party, in my considered view, the decision taken by said CWC-1st Party in not permitting them to report on work cannot be called as illegal. On 30-8-2002 there was no relationship of these employees involved in reference with CWC-1st Party. As stated above Argument is submitted by Union issue-wise. Besides this, evidence discussed above is not reflecting anything to show as to how it can be observed that, the decision taken by CWC-1st party in not permitting the employees involved in the reference to report on duty is illegal. Even steps taken by Union in approaching Hon'ble High Court by filing Writ Petition or

approaching Labour Commissioner to draw attention towards their problems and relief sought from Hon'ble High Court by Union and records reveals that, they were not having any relationship on 30-8-2002 with M/s. Rhino Securites (I) Pvt. Ltd. When they were not having relationship with Contractor on 30-8-2002, they are not entitled to seek any relief and cannot be said that, decision taken by CWC-1st Party in preventing these employees to report on duty is illegal. So I answer these issues to that effect and observe that, decision taken by the General Manager, CWC in not permitting the employees involved in the reference, to report on duty w.e.f. 30-8-2002 is just and proper and observe that, it was not against law.

ISSUE NO. 6:

24. When these workmen were doing work of 1st Party through contractors definitely it was the work of the 1st Party. Definitely it was work of permanent nature. There contract labour system was allowed by the Government of India and in the said field there is no abolition of labour contract system. Even no relief was sought by Union against such contract labour system introduced in the establishment of CWC-1st Party. Merely because workers are working for CWC-1st Party it does not mean that, they are its employees and they can take benefit of that. Since there contract labour system allowed by the Government of India it has right to take benefit of it. Before us it is not the question whether, contract system introduced there was illegal or otherwise and it is not even within the purview of this Court and even it is not covered in the subject-matter of the reference. So I conclude that, the workers involved in the reference were doing work for CWC-1st Party. So I answer this issue accordingly.

ISSUE NO. 7:

25. Only because they were doing work 1st Party-CWC whether they can claim permanency? As stated above the contract labour system was allowed there. As stated above number of agencies were working on the file of the CWC-1st Party and the concerned workmen were working through these agencies in the area of the CWC-1st Party and doing work of the 1st Party. Only because they doing work of 1st Party it does not mean that, they were employees of the 1st Party. Unless and until there is a ban on the 'contract labour system' it is ban by the Government of India, it cannot be observed that, contract labour system is illegally and 1st Party is misusing workers. When there is contract labour system introduced and legalized by the Government of India, when there is no ban on it in my considered view, employees working through contractors cannot be made permanent with CWC-1st Party and cannot claim permanency and create obstruction in the work of the 1st Party. Besides CWC-1st Party was supposed to engage permanent employees who were retired military ex-servicemen. Here no evidence is lead to show that, some of the group of these workmen is of that qualification and still

they are ignored. Even it is not their case that, they are ex-service still they are not taken but others are taken who are civilians. Even it is not proved that bogus Contractors are introduced. In these circumstances I conclude that, employees involved in the reference cannot claim permanency and absorption in the establishment of the CWC-1st Party only because they were doing work for the CWC-1st Party. So I answer this Issue in the negative.

26. In view of the discussions made above I conclude that the reference require to be rejected. Hence, the order :

ORDER

Reference is rejected.

Bombay, 16th October, 2008

A. A. LAD, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3362.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं डब्लू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ सं. CGIT/NGP/125/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/160/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3362.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/125/03) of the Central Govt. Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Damua Colliery of WCL, Kanhan Area, and their workmen, received by the Central Government on 25-11-2008.

[No. L-22012/160/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/125/03 Date 18-11-2008

Petitioner/ : The Office Secretary,

Party No.1 Rashtriya Koyalak Khadan Mazdoor Sangh
(INTUC) Regional Office, PO.
Chandametta, Distt. Chhindwara (M.P.)
on behalf of Shri Hemraj

Versus

Respondent/ : The Manager,

Party No.2 Damua Colliery of WCL, Kanhan Area,
PO: Damua, Distt. Chhindwara (M.P.)

AWARD

(Dated : 18th November, 2008)

1. The Central Government after satisfying the existence of dispute between the Office Secretary, Rashtriya Koyal Khadan Mazdoor Sangh (INTUC) Regional Office, PO. Chandametta, Dist. Chhindwara (M.P.) on behalf of Shri Hemraj (Party No.1) and the Manager, Damua Colliery of WCL, Kanhan Area, PO: Damua, Dist. Chhindwara (M.P.) (party No.2) referred the same for adjudication to this Tribunal vide its letter No. I-22012/160/2002-IR(OM-II) dated 8-5-2003 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether the demand of the Rashtriya koyal khadan mazdoor Sangh from the management of Damua Colliery of W.C.Ltd, Kanhan Area, PO: Damua, Dist. Chhindwara (M.P.) for regularizing Shri Hemraj S/o Shri Nanhalal as Pump Operator in Cat. V is justified? If so, to what relief is the workman entitled and from what date?

3. The reference came up for hearing on 14-11-2008 on which the Petitioner and his Counsel were absent. The Counsel for Respondent was present. The Petitioner is not attending the case since last three year. He has also not even filed a statement of claim. I do not think it proper to continue it on the same stage years together. It seems that the Petitioner is not interested in prosecuting the case. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entitled for any relief.

Date: 18-11-2008

A. N. YADAV, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार फैहरात वैक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकूलम के पंचायत (संदर्भ सं. 236/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-12012/193/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3363.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 236/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the

Industrial Dispute between the management of Federal Bank Ltd., and their workmen, received by the Central Government on 25-11-2008.

[No. L-12012/193/2000-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P. L. Norbert, B.A., LL.B., Presiding Officer
(Tuesday the 30th day of September 2008/8th Aswina 1930)

I. D. 236/2006

(I. D. 11/2000 of Labour Court, Ernakulam)

Union : The General Secretary,
Federal Bank Employees Union,
Central Office, P.B. No. 10,
Alwaye-683 101

By Adv. Sri C. Anilkumar,

Management : The Chairman,
M/s. Federal Bank Limited,
Head Office, Alwaye-683 101.
By Adv. M/s B.S. Krishnan Associates.

This case coming up for hearing on 30-9-2008, this Tribunal-cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

"Whether the action of the management of Federal Bank Ltd. in dismissing the services of Sri Shajan P. Varghese, Bankman vide order dated 2-11-98 is justified? If not, to what relief the workman is entitled to?"

2. Facts of the case in brief are as follows:- Sri Shajan P. Varghese was a sub-staff of Federal Bank, Kolenchery Branch. While working in the branch on 31-5-1996 a charge sheet was served on him. The allegation in the charge sheet is that he had misappropriated an amount of Rs. 12,850/- handed over to him by a customer of the bank Sri E.P. Shaji for remittance to his S.B. Account. Sri E.P. Shaji being a businessman, used to issue cheques to merchants supplying electrical goods to his shop. He had thus issued 5 cheques amounting to Rs. 12,848 ps 95 to M/s. Sharaf Electric Company and M/s. Home Appliances. When the cheques were received in Kolenchery Branch for collection the workman Sri Shajan P. Varghese took away the cheques

before entering them in the books of accounts of the branch. The workman then informed the customer Sri E.P. Shaji that 5 cheques of the suppliers had reached the bank. Then the customer entrusted Rs. 12,850/- for remittances to his S.B. Account for the purpose of honouring 5 cheques. But the workman did not remit the amount in the account of the customer M/s. Sharaf Electric Company approached Sri E. P. Shaji and informed him that the cheques were not yet encashed. Then Sri Shaji went to the bank and enquired and came to understand that the cheques issued by him to the suppliers were not debited in his S.B. Account and the money entrusted by him to the workman was not credited in his account. He learnt from the Branch Manager that the cheques were not available with the branch. He then approached the workman and demanded money. Subsequently amounts were given by the workman to the customer. In the same manner money due to M/s. Home Appliances was also not paid and later it was settled with the customer.

3. The workman has questioned the enquiry and the punishment contending that the enquiry was held in violation of principles of natural justice and workman was not given fair opportunity to prove his innocence. The findings of the Enquiry Officer are perverse and the punishment is excessive. There is no allegation of misappropriation, theft, fraud or dishonesty. The allegation is that the workman acted in a manner prejudicial to the interest of the bank. The workman has a unblemished service records. He is entitled to be reinstated.

4. The management has refuted the contentions of the union. According to the management the enquiry was conducted adhering to the rules and procedure of enquiry and complying with the principles of natural justice. The findings are based on evidence on record. A copy of the report was furnished to the workman. The Disciplinary Authority after proper application of mind perusing the evidence and hearing the workman concurred with the findings of Enquiry Officer. The workman was heard regarding punishment. Considering the gravity of the misconduct the punishment of dismissal from service was ordered. No interference either in findings or in punishment is called for.

5. The evidence consists of Ext. M1 enquiry file alone.

6. At the time of argument the learned counsel for the union confined his submission to the quantum of punishment alone. Therefore it is unnecessary to go into the merits of the findings of Enquiry Officer. Hence the only point that requires consideration is:—

Is the punishment proportionate?

7. **The Point:**—The workman Sri Shajan P. Varghese was a sub-staff of the bank. At the time of dismissal from service he had put in 12 years of service. It is not disputed that there is no previous disciplinary action against him. The appellate order reveals the mitigating circumstances

of the workman. His family consists of his father who is an asthma patient, his wife who is suffering from arthritis and two daughters aged 3 and 5 (in 1998). The workman is the sole bread winner of the family. He regrets for lapses and assures not to repeat such instances in future.

8. It is in evidence that the defacto complainant Sri Shaji and the workman Shajan are friends. The workman used to visit the shop of Sri. E. P. Shaji and inform him that the cheques issued to suppliers had reached the bank. The complainant used to entrust money to the workman for remittance to his account for the purpose of honouring cheques issued by him and presented by different creditors. While so, in 1996 the complainant had issued five cheques to two suppliers of goods amounting to Rs. 12,848 ps. 95. When the cheques were sent to Kolenchery Branch for collection the workman without recording them in bank's records removed the cheques. At the same time he informed the complainant that the suppliers had presented cheques and then received Rs. 12,850 from the complainant for remittance to his S.B. account for the purpose of honouring the cheques. However the workman did not remit it. This was the only instance of indiscipline and malpractice on the part of the workman. No doubt it is an act prejudicial to the interest of the bank because it affects the reputation of the bank. The removal of cheques from the bank is no doubt a serious act which tells upon the honesty of an employee of the bank. But this is the sole instance of misconduct on the side of the workman. He had paid all the amount and settled the matter. However that will not absolve him from culpability. However the punishment imposed is the maximum i.e. dismissal from service. According to the learned counsel for the union it is too harsh a punishment. He is thrown out of service bare handed without any kind of benefits. The punishment was imposed on 02-11-1998 by the disciplinary authority and the appeal was disposed of on 28-12-1998 confirming the punishment.

9. At that time the 6th Bipartite Settlement dated 14-02-1995 was in force. Clause 19.6 of the First Bipartite Settlement dated 19-10-66 is substituted by Clause 21(iv) of 6th Bipartite Settlement. The punishments for gross misconduct as per Clause 21(iv) are:

- a. be dismissed without notice; or
- b. be compulsorily retired/removed from service/ discharged with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment ; or
- c. be brought down to lower stage in the scale of pay up to a maximum of two stages; or
- d. have his increment stopped; or
- e. have his special allowance withdrawn; or
- f. be warned or censured, or have an adverse remark against him ; or
- g. be fined;

10. Anyone of the penalties mentioned above can be imposed for gross misconduct. No doubt it is the discretion of the management to decide which of them shall be imposed. It was submitted by the learned counsel for the management relying on the decision in State Bank of India vs. Bela Bagchi (2005) 7 SCC 435 that a bank employee is required to exercise high standard of honesty and integrity in dealing with the money of depositors and customers. He has to protect the interest of the bank and discharge his duties with utmost integrity, honesty, devotion and diligence and shall not do anything which is unbecoming of a bank officer/employee. In the reported decision the employee had received money from account holder for depositing in his S. B. Account. But the employee did not deposit the amount. A fictitious credit entry was made in the pass book of the account holder. Again on another occasion money was handed over by another account holder to the employee which was also not deposited and similar fraudulent entry was made in the pass book. He prepared four withdrawal slips and money was withdrawn from customer's account. This was repeated in respect of another customer also. Cheques issued by the employee to creditors when presented were dishonoured. This had happened on five occasions. Therefore he was charged sheeted and proceeded against. In the facts and circumstances of that case Hon'ble Supreme Court held that the misconduct was not casual but serious in nature and the order of dismissal from service is valid.

11. But so far as the instant case is concerned the facts are different. There is just one instance of sinning. He expressed his regrets and paid of an amount of Rs. 12,850 misappropriated by him and settled the matter with the account holder. The workman and the account holder were friends and the former used to receive money from the latter for remittance into the S. B. account of the latter. The customer has no complaint that any fraud was committed by the workman on any other occasion. As far as the bank is concerned, this was the first instance in which the workman had committed misconduct. He was a sub-staff of the bank and hails from a poor family. He is the sole breadwinner of the family. Since 1998 he has been out of employment. He was not given any terminal benefits. Considering these mitigating circumstances, I feel that the ends of justice will be served by discharging him from service with superannuation benefits and without disqualification from future employment.

In the result an award is passed confirming the findings of the Enquiry Officer but altering the punishment from dismissal to discharge with superannuation benefits and without disqualification from future employment.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 30th day of September, 2008.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union

Nil

Witness for the Management

Nil

Exhibit for the Union

Nil

Exhibit for the Management

Nil

M1 — 26-06-2007

Enquiry file.

नई दिल्ली, 25 नवम्बर, 2008

कां. अ. 3364.—ऑपोनिंग विवाद अधिनियम, 1947 (1947 का '47) की भाग 17 के अनुसरण में केन्द्रीय सरकार बोम्बे मरकंटाइल को ओ. एक लि. प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औपोनिंग विवाद में केन्द्रीय सरकार औपोनिंग अधिकार, नम्बर 1-1 के पंचात (संदर्भ संख्या 11/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[स. एस-12014/03/2008-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2007) of the Central Govt. Industrial Tribunal-cum-Labour Court, No. 1, Mumbai, as shown in the Annexure, in the Industrial Dispute between the management of Bombay Mercantile Co-op. Bank Ltd., and their workmen, received by the Central Government on 25-11-2008.

[No. L-12014/03/2008-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

JUSTICE C. P. MISRA, Presiding Officer

Misc. Application No. 11 of 2007

(Arising out of Ref. CGIT-34 of 2004)

Parties: Mr. S. M. H. Rizvi : Applicant

V/s

Bombay Mercantile Co-op. Bank Ltd. Mumbai : Opponent

APPEARANCES:

For the Applicant : Mr. A. S. Peerzada, Adv.

For the Opponent : Mr. B. D. Birajdar, Adv.

Mr. P. V. Patil, Officer,

State : Maharashtra

Mumabi, dated the 12th day of November' 2008

ORDER

Heard the learned counsel for the applicant. Shri A. S. Peerzada has moved this application dated 9-7-2008 praying that he had moved an application seeking review of the order passed by this Tribunal on 8-6-2007. The applicant is out of employment and facing serious financial crisis and the matter is pending before this Tribunal since very long. The applicant wants to seek remedy from the Court concerned in this connection and as such prays that the present application without prejudice to his rights seeking withdrawal of the above application may be allowed so that he can file the case before the concerned Court and seek remedy accordingly. The learned counsel for the Management Shri. B. D. Birajdar, has no objection to this prayer.

2. Considering the above said facts and the submissions made on behalf of the applicant since he does not want to press the application itself there is no prejudice to the rights of the other side in this regard. The application as such is allowed for withdrawal as prayed without prejudice to the rights of other side and the applicant is premitted to withdraw this application accordingly.

JUSTICE C. P. MISHRA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3365.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार द्वारा मरकनटाइल को. ओ. बैंक लि. प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुख्य न.-1 के पंचाट (संदर्भ संख्या 12/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-12014/04/2008-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2007) of the Central Government Industrial Tribunal-cum-Labour Court, No.-1, Mumbai, as shown in the Annexure, in the Industrial Dispute between the management of Bombay Mercantile Co-op. Bank Ltd., and their workmen, received by the Central Government on 25-11-2008.

[No. L-12014/04/2008-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

JUSTICE C. P. MISRA, Presiding Officer

Misc. Application No. 11 of 2007

(Arising out of Ref. CGIT-50 of 2006)

Parties: Mr. Mukhul Hussain Vakil : Applicant

V/s

Bombay Mercantile Co-op. Bank Ltd., Mumbai Opponent

APPEARANCES

For the Applicant : Mr. A. S. Peerzada, Adv.

For the Opponent : Mr. B. D. Birajdar, Adv.
Mr. P. V. Patil, Officer.

State : Maharashtra

Mumabi, dated the 12th day of November 2008

ORDER

Heard the learned counsel for the applicant. Shri A. S. Peerzada has moved this application dated 9-7-2008 praying that he had moved an application seeking review of the order passed by this Tribunal on 8-6-2007. The applicant is out of employment and facing serious financial crisis and the matter is pending before this Tribunal since very long. The applicant wants to seek remedy from the Court concerned in this connection and as such prays that the present application without prejudice to his rights seeking withdrawal of the above application may be allowed so that he can file the case before the concerned Court and seek remedy accordingly. The learned counsel for the Management Shri. B. D. Birajdar, has no objection to this prayer.

2. Considering the above said facts and the submissions made on behalf of the applicant since he does not want to press the application itself there is no prejudice to the rights of the other side in this regard. The application as such is allowed for withdrawal as prayed without prejudice to the rights of other side and the applicant is premitted to withdraw this application accordingly.

JUSTICE C. P. MISHRA, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3366.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्लू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ सं. CGIT/NGP/106/04)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/437/1995-आई आर (सी-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3366.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/106/04) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL, and their workman, which was received by the Central Government on 25-11-2008.

[No. L-22012/437/1995-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/106/04

Date 17-11-2008

Petitioner/ : General Secretary,

Party No. 1 Coal Mines Bahujan Employees Union,
Near Ambedkar Statue, Maskasath,
Itwari, Nagpur,
on behalf of Shri Hiraman Hagru

Versus

Respondent : The Sub-Area Manager,

Party No. 2 Pipla Group of WCL, Patansawangi Mines,
Post-Pipala Tal. Saoner, Distt. Nagpur.

AWARD

(Dated : 17th November, 2008)

1. The Central Government after satisfying the existence of dispute between General Secretary, Coal Mines Bahujan Employees Union, Near Ambedkar Statue, Maskasath, Itwari, Nagpur on behalf of Shri Heraman Hagru (Party No.1) and the Sub-Area Manager, Pipla Group of WCL, Patansawangi Mines, Post-Pipala Tal. Saoner, Distt. Nagpur.(party No.2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/437/95-IR(C-II) dated 7-6-1996 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 [14of 1947] with the following schedule.

2. "Whether the action of the management of Mines Manager, Patansaongi Mines, WCL Nagpur deploying 'Drillers' and 'R. B. Drillers interchangeable is justified and proper? If not, to what relief the workman Sh. Hiraman Hagru, R. B. Driller is entitled and from which date for which

days/ period and what directions are necessary in this matter?"

3. The reference came up for hearing on 8-9-2008. On perusal of the Rojnama, it shows that the reference is received initially to the CGIT, Jabalpur till the year 2002. After the transfer to this Tribunal, the Notices were issued to both the parties on 28-7-2006. As per the Rojnama dt. 13-10-2006, the both the parties are absent in the Court. However, nobody appeared right from 28-7-2006 till today. Today also the representative of Management and counsel for Petitioner are also absent. It seems that the Petitioner is not interested in prosecuting the case. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entitled for any relief.

Date: 17-11-2008

A. N. YADAV, Presiding Officer

मई दिल्ली, 25 नवम्बर, 2008

का. आ. 3367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की भारा 17 के अनुसार में केन्द्रीय सरकार एवं उन्हीं सी. एल. के प्रबंधतात्र के संघर्ष निवाजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ सं. CGIT/NGP/107/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/202/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डैस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3367.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/107/03) of the Central Govt. Industrial Tribunal-cum-Labour Court, NAGPUR as shown in the Annexure, in the Industrial Dispute between the management of Damua Colliery of Western Coalfields Ltd. and their workmen, received by the Central Government on 25-11-2008.

[No. L-22012/202/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/10/03

Date 18-11-2008

Petitioner/ : The President,

Party No. 1 Pench Kanhan Koyala Khadan Karmachari Sangh, PO. Damua, Distt. Chhindwara (M.P.) on behalf of Shri Ramesh Chandra

Versus

Respondent : The Manager,

Party No.2 Damua Colliery of WCL, Kanhan Area,
PO: Damua, Distt. Chhindwara (M.P.)

AWARD

(Dated : 18th November, 2008)

1. The Central Government after satisfying the existence of dispute between the President, Pench Kanhan Koyalā Khadan Karmachari Sangh, PO. Damua, Distt. Chhindwara (M.P.) on behalf of Shri Ramesh Chandra (Party No.1) and the Manager, Damua Colliery of WCL, kanhan Area, PO: Damua, Dist. Chhindwara (M.P.) (party No.2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/202/2002-IR(CM-II) dated 13-3-2003 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 [14of 1947] with the following schedule.

2. "Whether the action of the management of Damua Colliery of WCL, Kanhan Area in changing the designation and service condition and paying less wages to Sh. Ramesh Chandra S/o Sh. Sahdeo Trammer with effect from 11-10-2001 is legal and justified? If not, to what relief he is entitled to?"

3. The reference came up for hearing on 14-11-2008 on which the Petitioner and his Counsel were absent. The Counsel for Respondent was present. The Petitioner is not attending the case since last three year. He has also not even filed a statement of claim. I do not think it proper to continue it on the same stage years together. It seems that the Petitioner is not interested in prosecuting the case. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entitled for any relief.

Date: 18-11-2008

A. N. YADAV, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एवं केन्द्रीय भण्डार के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ सं. 26/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/155/2004-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No.26/2005) of Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Kendriya Bhandar, and their workmen, received by the Central Government on 25-11-2008.

[No. L-42012/155/2004-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT**

N.K. PUROHIT

I. D. NO. 26/2005

Ref. No. L-42012/155/2004-IR(CM-II) dt. 24-6-2005

Between

Sri Avinash Nigam

S/o Sri Suresh Chandra

R/o 566/28 G Jaiprakash Nagar Lucknow

And

1. Chairman, Kendriya Bhandar Pushpa Bhawan, Madangir Road New Delhi
2. General Manager Kendriya Bhandar Pushpa Bhawan, New Delhi
3. The Regional Manager, Kendreya Bhandar, HAL Shopping Complex Lucknow

AWARD

1. By order No. L-42012/155/2004 IR(CM-II) dated 24-6-2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Sri Avinash Nigam, S/o Sri Suresh Chandra R/o 566/28 G, Jaiprakash Nagar, Lucknow and the General Manager, Kendriya Bhandar, Pushpa Bhawan, New Delhi and The Regional Manager, Kendriya Bhandar, HAL Shopping Complex, Lucknow for adjudication.

2. The reference under adjudication is:

क्या प्रबंधक, केन्द्रीय भण्डार, लखनऊ द्वारा श्री अविनाश निगम पुत्र श्री सुरेश चंद्र, दैनिक वेतन में कार्यरत कर्लाकि कम टाईफिस्ट को दिनांक 12-6-2002 से नौकरी से निकाला जाना न्यायालैटित तथा न्याय संगत है। यदि नहीं तो संबन्धित कर्मकार किस अनुतोष का हकदार है?

3. The case of the workman Avinash Nigam is that he was appointed as daily wage Clerk-cum-Typist on 15-6-97 by the opposite party No. 3 Regional Manager, Kendriya Bhandar, Lucknow. His name was recommended with seven other daily wagers for regularization to the opposite party No. 2 General Manager, Kendriya Bhandar New Delhi vide letter dated 15-6-97 (Annexure. I) In the aforesaid letter his name was on serial No. 8 but the opposite party No. 2 General Manager, Kendriya Bhawan, New Delhi issued order for regularization of service of the workmen at serial No. 1 to 6 only. The opposite party No. 3 again recommended the name of remaining two daily wagers including the workman for regularization of their services vide letter dated 28-8-2002 (Ann. II) but instead of regularizing his services, the opposite party No. 3 verbally terminated his services on 12-6-02. The workman has submitted that there was no complaint against him and he had worked in the opposite party's organization for more than 3 years. Therefore, his services cannot be retrenched without following mandatory provision of law. It is prayed that workman be reinstated with back wages along with all consequential benefits.

4. In the written statement, management has admitted that the name of the workman was recommended for consideration of regularization in services but it is alleged that subsequently the work and conduct of the workman was not found satisfactory. He started losing interest in his duties and creating nuisance and indiscipline in the office. When the workman was transferred to Mankapur he misbehaved with the authorities. It is further stated that the workman was junior most amongst daily wages employees whose names were recommended for regularization of services. No appointment letter was ever given to the workman. He was engaged on daily wage on availability of work so there was no requirement of any termination letter. The management has committed no illegality. It is also alleged that the workman is gainfully employed in some establishment. It is further alleged that the workman had totally lost his good senses, physical health & mental balance due to some internal family wears. He is not entitled to get any relief & his claim is liable to be rejected.

5. In rejoinder besides reiterating earlier averments in his claim, the workman has stated that his appointment was made on clear vacancy and not on the basis of availability of work. He has also denied the fact that he himself left the job.

6. The parties have filed documents in support of respective contention in the case. The workman has not adduced any oral evidence in support of his case in spite of opportunity given to him on several dates which led to the presumption that he does not want to adduce his evidence and case was listed for management evidence

vide order dt. 13-5-08. The representative of the workman filed an application for recalling the said order but subsequently authority was withdrawn by him. The management has filed affidavit of Sh. Manoj Kumar Gupta, Regional Manager as witness in support of its case but since none was present on behalf of the workman, he has not been cross examined by the worker's side.

7. In the present case, the reference under adjudicating is whether the termination of workman is just and legal. It was incumbent for the workman to have appeared and substantiate his allegations that his services were to be regularized and his alleged verbal termination of services on 12-6-02 is illegal but the workman has failed to produce all relevant facts and evidence in support of his contentions. He has not subjected himself for evidence on oath in spite of opportunity provided to him. Whereas the management has submitted affidavit of Sh. Manoj Kumar Gupta, Regional Manager in support of the averments in its written statement. He has stated in his statement that the name of the workman alongwith other daily wagers was recommended for regularization of services. The workman was junior most person amongst the candidates whose names were recommended but subsequent to this, he started misusing department's money and started taking money in the form of loan from the suppliers for his personal use which brought disrepute to the department. He has further stated that workman created nuisance and indiscipline in the office. The workman handed over several blank signed bills to the suppliers which cost the Kendriya Bhandar to lose more than 2 lakhs. He has also stated that to prevent further deteriorating of working atmosphere & indiscipline the services of the workman were not regularized & being piquant with the decision of the management he left the job & stopped coming to the office. He has further stated that workman was not given any appointment letter and there was no requirement to provide termination letter. On above points there is no cross examination from the worker's side. In absence of any evidence in rebuttal there is no reason to disbelieve the above statement of the management witness. Therefore, there is no material on the record to establish that alleged verbal termination of the workman was unjustified or illegal. In FLR 1981(29) page 195 between VK Raj Industries vs Labour Court while dealing with the matter pertaining to termination of the workman concerned Hon'ble Allahabad Hingh Court has observed that:

"It was thus incumbent for the workman to have appeared and substantiated his allegation that the termination was not valid or legal. The proceedings before the Industrial Court are judicial in nature even though the Indian evidence Act does not apply to the proceedings before the principle underlying the said Act is applicable

to the proceedings before the Industrial Court. In a Judicial proceeding if no evidence is produced the party challenging the validity of the order must fail. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief.”

9. In the instant case the burden was on the workman to set out the grounds challenging the validity of the termination order & to prove that termination order was illegal & unjustified. Since after filing statement of claim the workman did not appear nor adduce any evidence in support of his case and in rebuttal of the management witness's evidence, he has failed to establish that his termination was illegal & unjustified. Therefore, the reference under adjudication cannot be answered in favour of the workman and he is not entitled for the relief claimed. The reference answered accordingly.

10. Award as above.

Lucknow

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 25 नवम्बर, 2008

का. आ. 3369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं डब्ल्यू सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ सं. CGIT/NGP/01/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/75/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 25th November, 2008

S.O. 3369 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/ NGP/01/03) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of New Sub Area WCL, and their workmen, received by the Central Government on 25-11-2008.

[No. L-22012/75/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/01/03 Date 18-11-2008

Petitioner/ : The General Secretary,

Party No.1 Bhartiya Koyal Khadan Mazdoor Sangh (BNS) Union Vishwakarma Bhavan, PO: Parasia, Distt. Chhindwara (M. P.) 480044.

On behalf of Shri R. P. Singh

Versus

Respondent: The Sub-Area Manager,

Party No.2 New Sub-Area , WCL of Pench Area,
PO: Parasia, Distt. Chhindwara (M.P.)

AWARD

(Dated : 18th November, 2008)

1. The Central Government after satisfying the existence of dispute between the General Secretary, Bhartiya Koyal Khadan Mazdoor Sangh (BNS) Union Vishwakarma Bhavan, PO: Parasia, Distt. Chhindwara (M. P.) 480 44. On behalf of Shri R. P. Singh (Party No.1) and the Sub-Area Manager, New Sub-Area , WCL of Pench Area, PO: Parasia, Distt. Chhindwara (M. P.) (party No.2) referred the same for adjudication to this Tribunal vide its letter No. L-22012/75/2002-IR(CM-II) dated 21-10-2002 under clause (d) of sub section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947(14of 1947) with the follwoing schedule.

2. “Whether the action of the Sub-Area Manager, Newton Sub Area, WCL Pench Area, Distt. Chhindwara (MP) in supersession of Sh. R. P. Singh, P. F. Clerk of EDC Colliery by Sh. Subhash Dubey, Clerk Chandametta Colliery in promotion to next higher grade is justified? If not, to what relief he is entitled to?”

3. The reference came up for hearing on 12-10-2004 on which the Petitioner and his Counsel were absent. The Petitioner and his counsel were not attending the case since last two years. He has also not even filed workman affidavit. I do not think it proper to continue it on the same stage years together. It seems that the Petitioner is not interested in prosecuting the case. In the circumstances, no purpose will be served in continuing the case, hence it dismissed for the default of the Petitioner and pass the negative award that he is not entilted for any relief.

Date: 18-11-2008

A. N. YADAV, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2008

का.आ. 3370.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.इ.सी.एल. के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 68/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/459/1994-आई.आर.(सी-II)]
स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 27th November, 2008

S.O. 3370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/1995) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 27-11-2008.

[No. L-22012/459/1994-IR (C-II)]

SNEH LATA JAWAS, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/68/95

Presiding Officer : Shri C.M. Singh

The President,
S.K.M.S. (AITUC),
Bisrampur Area,
Post Bisrampur Colliery,
Distt. Surguja (MP) Workmen/Union

Versus

The Sub Area Manager,
Bisrampur Opencast Mine,
SECL, Post Bisrampur Colliery,
Distt. Surguja (MP) Management

AWARD

Passed on this 24th day of October, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/459/94-IR (C-II) dated 2-5-95 has referred the following dispute for adjudication by this Tribunal:—

“Whether the action of Sub Area Manager, Bisrampur Opencast Mine of Bisrampur Area of SECL in deducting Rs. 4500 each from the wages of Shri Mahavir Kurrey & Shri Dilbahadur, Security Guards is legal and justified? If not, to what relief these workmen are entitled to?

2. The case of workmen Shri Mahavir Kurrey and Shri Dilbahadur/Union is as follows : That sub Area Manager/Dy. G.M. of OCM of Bisrampur Area of SECL served a letter to two Security Guards named above stating that 12V × 25 plates batteries and 2 engines were stolen away from excavation workshop during their duty hours. The estimated cost of Rs. 9000 of the stolen property was deducted by the management. The said Sub-Area Manager/ Dy. G. M. ordered to deduct Rs. 4500 from the wages of each of the Security Guards named above. The authority concerned did not care to provide opportunity to the Security Guards named above to submit any statement of defence which is against principles of natural justice. The management also conducted enquiry to find out the facts but the same was conducted neither properly nor legally. The action of deducting Rs. 4500 from the wages of each Security Guard is bad in law and is liable to be set aside.

3. The case of the management in brief is as follows : Workman Sarva Shri Mahavir Kurrey and Shri Dilbahadur were appointed on 6-11-1980 and 10-2-1984 respectively and were working as Security Guards. On 9-8-92, they were allotted duty from 6.00 PM to 6.00 AM at Excavation Workshop at Bisrampur. During their duty period, 12V × 25 plate battery-2 nos. and Engine Stand PC-300-2 nos. were stolen from the Excavation Workshop by unknown thieves. The management received the complaint in this respect. Consequently Chargesheet No. 3972 dated 18/12/8-92 were issued to both the workmen. The explanation submitted by the workmen were found unsatisfactory. Therefore, a departmental enquiry was conducted against the workmen. During the course of enquiry, both the workmen were granted full opportunity to defend their case. That the Enquiry Officer came to the conclusion that the charges levelled against the workmen stands proved. That the punishment of recovery of cost of stolen property was passed in the light of charges proved against them. The workmen are not entitled to any relief what-so-ever.

4. As the case proceeded ex parte against the workmen/Union, there is no evidence on record on behalf of workmen/Union.

5. The management in order to prove their case filed affidavit of their witness Shri A. Dhar, then working as Dy. General Manager in Bisrampur OCM.

6. I have heard Shri K. N. Nair, Advocate for the management and perused the evidence on record.

7. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of their witness Shri A. Dhar. The reference, therefore, deserves to be decided in favour of the management and against the workmen/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workmen/Union without any orders as to costs holding that the action of

Sub Area Manager, Bisrampur Opencast Mine of Bisrampur Area of SECL in deducting Rs. 4500 each from the wages of Shri Mahavir Kurrey & Shri Dilbahadur, Security Guards is legal and justified and consequently the workmen are not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2008

का.आ. 3371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 133/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/104/2001-आई.आर(सी एम-II)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th November, 2008

S.O. 3371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 133/02) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Rajendra Navgaon Sub-Area of SECL and their workmen, which was received by the Central Government on 27-11-2008.

[No. L-22012/104/2001-IR (CM-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/133/02

Presiding Officer : Shri C.M. Singh

The Secretary,
M.P. Koyala Shramik Sangh,
Sohagpur Area Branch,
PO Dhanpuri, Distt. Shahdol,
Shahdol.

Workman/Union

Versus

The Sub Area Manager,
Rajendra Navgaon Sub-Area of SECL,
PO Kherha, Distt. Shahdol,
Shahdol.

Management

AWARD

Passed on this 12th day of November, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/104/2001-IR (CM-II) dated 11-9-02 has referred the following dispute for adjudication by this Tribunal:—

“Whether the demand of the MP Koyala Shramik Sangh from the management of SECL, Rajendra Navgaon Sub Area for payment of “Average Earning Wage” to Sh. Hardeo, Loader is justified? If so, to what relief is the workman entitled and from what date?”

2. Vide order dated 3-1-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows : That the Workman has claimed ‘Average Earning Wages’ by raising the present dispute. He was initially appointed as General Mazdoor w.e.f 16-12-72. He was in the habit of committing misconduct. The disciplinary actions were taken against him and several time punishment of warning were awarded to him for misconducts committed by him. The workman joined at Rejendra Nagar Underground Mine on transfer from Rungta Colliery in the year 1994. Whenever he was engaged on the job of time-rated category, he was paid wages of Group-V-A as per provisions of NCWA. Payment of Earning Wages is applicable only when employee of piece rated category is on leave, sick or IOD. The workman was not entitled for any earning wages and, therefore, he was not paid. The case of workman has no merit.

4. As the case proceeded ex parte against workman/Union, there is no evidence on record on behalf of workman/Union. The management in order to prove their case filed affidavit of Shri B.N. Prasad, then working as Dy. C.P.M. (R-N) at Rejendra-Navagaon.

5. I have heard Shri A.K. Shashi, Advocate for the management.

6. I have very carefully gone through the evidence on record.

7. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of their witness Shri B.N. Prasad. Therefore the reference deserves to be decided in favour of management and against the workman/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the demand of the MP Koyala Shramik Sangh from the management of SECL, Rajendra Navgaon Sub Area for payment of “Average Earning Wage” to Sh. Hardeo, Loader is not justified. Consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2008

का.आ. 3372.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.ई.सी.एल. के प्रबंधसंच के संबद्ध नियोजकों और उसके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 62/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/362/1999-आई.आर.(सीएम-II)]

स्नेह लता जवास, देस्क अधिकारी

New Delhi, the 27th November, 2008

S.O. 3372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2000) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 27-11-2008.

[No. L-22012/362/1999-IR(CM-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/62/2000

Presiding Officer : Shri C.M. Singh

The President,

M.P. Koyal Mazdoor Sabha (HMS)

Naveen Nagar, Amlai Colliery,

Distt. Shahdol (MP) Workman/Union

Versus

The General Manager,

Sohagpur Area of SECL,

PO Dhanpuri,

Distt. Shahdol (MP) Management

AWARD

Passed on this 22nd day of October, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/362/99-IR (CM-II) dated 29-2-2000/7-3-2000 has referred the following dispute for adjudication by this Tribunal:

“Whether the action of the General Manager, Sohagpur Area of SECL, PO Dhanpuri, Distt. Shahdol (MP) in not regularising Sh. Rajveer Singh

Matharu S/o Sh. Harcharan Singh Matharu as Laboratory Technician is legal and justified? If not, to what relief the workman is entitled?”

2. Vide order dated 8-5-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. The management has filed their Written Statement. Their case in brief is as follows : Through this reference, the Union has raised the present dispute regarding regularization of workman Shri Rajveer Singh Matharu, Ward Boy, Burhar Central Hospital, Sohagpur Area of SECL claiming promotion as Lab Technician w.e.f. August 1994 on the ground that he is Higher Secondary passed and also passed the Diploma course of Laboratory Technician from Academic Board, All India Laboratory Technologists Association, New Delhi. The management has taken the plea that the dispute is highly belated and, therefore, it is not maintainable. That the management of SECL is a subsidiary of Coal India Ltd., a Government of India undertaking. The terms and conditions of employees working in Coal India are governed by the settlement generally known as NCWA. Cadre schemes have been formulated for each category of employees under NCWA. Promotion/Regularisation is given as per procedure laid down in the aforesaid cadre scheme. The workman has claimed promotion/regularisation to the post of Laboratory Technician. The Cadre Scheme for Para Medical Staff Technicians is given vide I.I. No. 33 dated 22-6-1999 of the Cadre Scheme. On perusal of the said I.I.No. 33, it is crystal clear that there is no such post “Laboratory Technician” in the Cadre Scheme. No promotion can be made to a post which is not in the Cadre Scheme. No promotion/regularisation can be given contrary to the Cadre Scheme/NCWA. The workman was never permitted to work as Laboratory Technician as no post is available under the Cadre Scheme. The workman has no case. Therefore he is not entitled to any relief.

4. As the case proceeded ex parte against the workman/Union, no evidence is on record on behalf of workman/Union.

5. The management has not adduced any evidence.

6. I have heard Shri K.N. Nair, Advocate for the management and perused the record.

7. As there is no evidence on record, the reference is liable to be decided in favour of the management and against the workman/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of General Manager, Sohagpur Area of SECL, PO Dhanpuri, Distt. Shahdol (MP) in not regularising Sh. Rajveer Singh Matharu S/o Sh. Harcharan Singh Matharu as Laboratory Technician is legal and justified and consequently the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2008

का.आ. 3373.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एन.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 111/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/127/1997-आई.आर(सी एम-II)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 27th November, 2008

S.O. 3373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of NCL and their workman, which was received by the Central Government on 27-11-2008.

[No. L-22012/127/1997-IR (CM-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/111/98

Presiding Officer : Shri C. M. Singh

General Secretary,
Koyla Shramik Sabha (HMS),
Gorai Mansion, G.T. Road,
Asansol (W.B.)

....Workmen/Union

Versus

General Manager,
Amlohari Project of NCL,
PO: Amlohari Colliery,
Distt. Sidhi (MP)

....Management

AWARD

Passed on this 6th day of November, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/127/97-IR (CM-II) dated 24-4/20-5-1998 has referred the following dispute for adjudication by this Tribunal:—

“Whether the action of the General Manager, Amlohari Project of NCL in making consolidated payment of Rs.400 per month to Sh. Ashok Malhotra

on his appointment to the post of Electrician Cat.IV on 8-1-86 and continuing this amount to be paid for two years instead of paying him regular pay scales wages of Electrician Cat. IV is legal and justified? If not, to what relief the workman is entitled to?

2. Vide order dated 13-9-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman Shri Ashok Malhotra/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows. That he was appointed as a Trainee Electrical Fitter on a consolidated pay of Rs.24.10 per day for a period of two years vide appointment letter No. 765 dated 31-12-85. There is a clause in para-II of the said appointment letter that absorption of the workman as a regular Electrical Fitter Cat-IV in the Daily Rated pay scale under NCWA-III shall depend on his satisfactory performance which will be assessed by the management through interview/written test to be conducted on expiry of training period. The offer of appointment is valid subject to the condition that he must obtain Electrical Permit within the training period. That the workman was not having Electrical Permit which is the statutory requirement for the said post. The selection Committee recommended to put him as Trainee Electrical Fitter on a consolidated wages of Cat-IV for 2 years and during this period he was required to obtain the requisite permit besides his job knowledge as stipulated in the last para of the said appointment letter. That the qualification for appointment to the post of Electrical Fitter Cat-IV as per the Cadre scheme Annexed VII-15 (Revised). The said cadre scheme is applicable to the Electrical Cadre. That the workman cannot compare himself with his other counter parts namely Sarva Shri Sabhapati Singh, Gobind Deo and Satish Kumar because there was no need for Electrical permit or other Licence in their cases. The claimant has no case and he is not entitled to any relief.

4. As the case proceeded ex parte against the workman, there is no evidence of the workman on record. The management in order to prove their case filed affidavit of their witness Shri M.L. Das, then working as Area Personnel Manager/S.O. (Pers.) in Amlohari Project of NCL.

5. I have heard Shri A.K. Shashi, Advocate for the management.

6. I have very carefully gone through the evidence on record.

7. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of their witness Shri M.L. Das. Therefore, the reference, deserves to be decided in favour of the management and against the workmen/Union without any orders as to costs.

8. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding that the action of General Manager, Amlohari Project of NCL in making consolidated payment of Rs.400 per month to Shri Ashok Malhotra on his appointment to the post of Electrician Cat. IV on 8-1-86 and continuing this amount to be paid for two years instead of paying him regular pay scales wages of Electrician Cat. IV is legal and justified and therefore the workman is not entitled to any relief.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C.M. SINGH, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2008

का.आ. 3374.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.इ.सी.एल. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 71/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-11-2008 को प्राप्त हुआ था।

[सं. एल-22012/477/1994-आई.आर.(सी-II)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 27th November, 2008

S.O. 3374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/1995) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 27-11-2008.

[No. L-22012/477/1994-IR (C-II)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/71/95

Presiding Officer : SHRI C.M. SINGH

The President,
M.P. Koyla Mazdoor Sabha (H.M.S),
Navin Nagar,
Post Amlai Colliery,
Distt. Shahdol (MP)

... Workmen/Union

Versus

The Sub Area Manager,
Amlai Sub Area SECL,
Post Amlai Colliery,
Distt. Shahdol (MP)

... Management

AWARD

Passed on this 6th day of November, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/477/94-IR (C-II) dated 2-5-95 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of Sub Area Manager, Amlai Sub Area of SECL Sohagpur Area in extracting work of Clerk Gr.-III from Shri Samarjeet S/o Gopal, Pit Store Mazdoor since 1982 without paying him difference of wages of higher job & not regularising him on the post of Pit Store Clerk Gr.-III is legal and justified? To what relief, the workmen is entitled to?

2. Vide order dated 22-6-06 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman Shri Samarjeet/Union. No statement of claim has been filed on behalf of workman/Union.

3. The case of the management in brief is as follows. That workman Samarjeet was initially appointed as General Mazdoor. Thereafter he was promoted to the post of clipman and posted at Amlai Colliery. As the workman was not fit for the job of clipman due to ill health, he requested the management to provide him light job. His request was sympathetically considered by the management and a lenient view was taken and he was placed in Pit store section and was allowed the miscellaneous jobs of mazdoor. Since then, he was working as mazdoor in Pit Store Section. The workman approached the management to provide him the job of clerk, which was rejected by the management. The management cannot provide the job of clerk ignoring and violating the provisions of Cadre Scheme as that will create industrial unrest in the industry. Even otherwise if the workman is granted the job of clerk, the eligible other workers waiting for a chance for promotion will agitate and the management will be dragged into unnecessary litigation. The workman has never been appointed or deployed as clerk during his entire tenure. The workman has attained the age of superannuation on 1-1-2000 and therefore he was given retirement notice. As per the said notice, workman stood retired w.e.f. 1-1-2000. The claim of the workman is baseless and has no merit.

4. As the reference proceeded ex parte against the workman/Union there is no evidence on record on behalf of the workman/Union. The management in order to prove their case filed affidavit of their witness Shri Subodh Prasad, then working as Sub Area Manager, Amlai and Bangwar Sub Area.

5. I have heard Shri A.K. Shashi, Advocate learned counsel for the management and perused the evidence on record.

6. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of their witness Shri Subodh Prasad. Therefore the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

7. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding the action of Sub Area Manager, Amlai sub Area of SECL Sohagpur Area in extracting work of Clerk Gr-III from Shri Samarjeet S/o Gopal, Pit Store Mazdoor since 1982 without paying him difference of wages of higher job & not regularising him on the post of Pit Store Clerk Gr-III is legal and justified though according to uncontested and unchallenged affidavit of the management's witness, the workman was never employed or deployed as clerk Grade-III. Consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rule.

C M. SINGH, Presiding Officer

रवि दिल्ली, 28 नवम्बर, 2008

का.आ. 3375.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अश्व प्रजनन फार्म के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.- II, चण्डीगढ़ के पंचाट (मर्दभ सख्ता 860/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/242/90-आई.आर.(डी.यू.)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 860/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No.II Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Equine Breeding Stud and their workmen, which was received by the Central Government on 28-11-2008.

[No. L-42012/242/90-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL —CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

CASE I.D. NO: 860/2KS

Registered on: 9-9-2005

Date of Decision: 14-11-2008

Khajan Singh S/o Lakshman Singh C/o President, Distt. Agriculture Workers Union, Gali No.5, H. No. 123, Jawahar Nagar, Hissar.

..... Petitioner

Versus

The Commandant, Equine Breeding Stud, Hissar

..... Respondent

APPEARANCE

For the Workman

Mr. Raj Kaushik, Advocate

For the Management

Mr. K.K. Thakur, Advocate

AWARD

This case was fixed for the evidence of the workman at Hissar on 21st of November, 2008. On the request of counsel for the parties the file was recalled from the records since the parties claimed to have settled their dispute amicably. The workman and the respondent-Commandant have made a joint statement which has been placed on record. The parties have agreed that the workman will be provided with the job as and when required basis. If the workman is covered under the scheme of regularization he will be provided the benefit accordingly. The workman will be paid the wages as per the wages given to similarly situated workman. On this assurance the workman has withdrawn from the reference.

The reference in hand was received from the Ministry of Labour, Government of India vide their No. L-42012/242/90-IR (DU) dated 30-12-1996. The reference reads as under:

“Whether the activities of the Equine Breeding Stud, Hissar, constituted to be an Industry under the I.D. Act, and if so whether the action of the management of Equine Breeding Stud, Hissar in terminating the services of Shri Khajan Singh S/o Shri Lakshman Singh daily rated workers is just, fair and legal and whether the action of the management of Equine Breeding Stud, Hissar in denying equal wages for equal work to the workman is just and fair? If not, to what relief the workman concerned is entitled to?”

As per the statement of the workman and the respondent-Commandant, the parties have settled the matter amicably under the give and take formula. After feeling satisfied with the assurance given by the management, the workman has withdrawn from the contest

of the case. So far the parties have not led any evidence in support of their respective claims projected by them through their pleadings. On record there is no evidence to show that the management is not an industry. There is also no evidence to show that the action of the management in disengaging the workman or for not paying him equal wages for equal work, was unjust and illegal. Both the parties have failed to prove their respective claims, probably in view of the assurance given by the management to provide work to the workman and to pay him wages as per the wages given to similarly situated workmen. The reference is answered in these terms and the award is passed. Let the copy of it be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3376.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अश्व प्रजनन फार्म के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं.- II, चंडीगढ़ के पंचाट (संदर्भ संख्या 865/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/212/90-आई आर (डी यू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3376.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 865/2005) of the Central Government Industrial Tribunal-cum-Labour Court-No. II Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Equine Breeding Stud and their workman, which was received by the Central Government on 28-11-2008.

[No. L-42012/212/90-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE I.D. NO: 865/2KS

Registered on: 9-9-2005

Date of Decision: 14-11-2008

Vir Singh S/o Ranjha Singh
C/o President, Distt. Agriculture
Workers Union, Gali No. 5,
H. No. 125, Jawahar Nagar, Hissar.

..... Petitioner

Versus

The Commandant,
Equine Breeding Stud, Hissar Respondent

APPEARANCE

For the Workman : Mr. Raj Kaushik, Advocate
For the Management : Mr. K.K. Thakur, Advocate

AWARD

This case was fixed for the evidence of the workman at Hissar on 21st of November, 2008. On the request of counsel for the parties the file was recalled from the records since the parties claimed to have settled their dispute amicably. The workman and the respondent-Commandant have made a joint statement which has been placed on record. The parties have agreed that the workman will be provided with the job as and when required basis. If the workman is covered under the scheme of regularization he will be provided the benefit accordingly. The workman will be paid the wages as per the wages given to similarly situated workman. On this assurance the workman has withdrawn from the reference.

The reference in hand was received from the Ministry of Labour, Government of India vide their No. L-42012/212/90-IR (DU) dated 30-12-1996. The reference reads as under:

"Whether the activities of the Equine Breeding Stud, Hissar, constituted to be an Industry under the I.D. Act, and if so whether the action of the management of Equine Breeding Stud, Hissar in terminating the services of Shri Vir Singh S/o Shri Ranjha Singh daily rated worker is just, fair and legal and whether the action of the management of Equine Breeding Stud, Hissar in denying equal wages for equal work to the workman is just and fair? If not, to what relief the workman concerned is entitled to?

As per the statement of the workman and the respondent-Commandant, the parties have settled the matter amicably under the give and take formula. After feeling satisfied with the assurance given by the management, the workman has withdrawn from the contest of the case. So far the parties have not led any evidence in support of their respective claims projected by them through their pleadings. On record there is no evidence to show that the management is not an industry. There is also no evidence to show that the action of the management in disengaging the workman or for not paying him equal wages for equal work, was unjust and illegal. Both the parties have failed to prove their respective claims, probably in view of the assurance given by the management to provide work to the workman and to pay him wages as per the wages given to similarly situated workmen. The reference is answered in these terms and the award is passed. Let the copy of it be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3377.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II चंडीगढ़ के पंचाट (संदर्भ संख्या 783/2005) द्वारा प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 तक जारी हुआ था।

[सं. एल-40012/92/2003-आईआर(डीयू)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3377.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.783/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 28-11-2008.

[No. L-40012/92/2003-IR (DU)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

CASE I.D. NO: 783/2K5

Registered on: 9-6-2005

Date of Decision: 19-11-2008

Sh. Akshay Kumar
son of Shri Bakshi Ram Resident
of Village Chowki, P.O. Bara Gram,
Tehsil, Bdsax, Hamirpur.
...Petitioner

Versus

The General Manager, BSNL, Shimla (HP)	...Respondent
For the Workman	Sh. R.P.Rana, Advocate.
For the Management	Sh. H.C.Arora/Shaveta Arora & J. S. Rana, Advocates

AWARD

The reference received from Ministry of Labour, Government of India vide their No. L-40012/92/2003-IR(DU) dated 29-1-2004 which relates to two fold claim of the workman reads as under:-

“Whether the action of the management of General Manager, BSNL, Hamirpur interminating the services of Akshay Kumar, ex-mazdoor/labour, w.e.f. 9-8-96 without any notice and without any payment of retrenchment compensation & engaging 34 fresh labourers after the termination of the services of the workman concerned in violation of statutory provisions of ID Act is just and legal? If not to what relief the concerned workman is entitled to and from which date ?”

The notice of the reference was given to the parties to appear through their counsel. The workman filed his statement of claim and after the Management filed reply thereto he filed rejoinder. The workman filed his Affidavit in support of his claim and the Management supported their pleadings with the Affidavit of Shri D.R. Daroch, their Divisional Engineer. The workman also came in the witness whereas the Management did not produce any evidence.

Stated in brief the claim of the workman is that he was engaged as Mazdoor on daily wages on 16-10-1995 and he worked for the Hamirpur Division of the Management up to 9-8-1996 when suddenly his services were terminated without giving him any notice or compensation. He filed a Civil Writ Petition in the High Court of Himachal Pradesh, which was dismissed and then he approached the Central Administrative Tribunal, Chandigarh. There too he failed and ultimately he decided to seek the relief through this Tribunal. His further claim is that he had put in more than 240 days service as per Annexure- A- 1 in the 12 calendar months preceding the date of termination of his services, but the Management while terminating his services violated the provisions of Section 25-F of the Industrial Dispute Act, “hereinafter to be referred to as “Act”. His further claim is that the Management engaged 34 fresh casual labours without providing the workman an opportunity to serve them thereby they further violated the provisions of Section 25-H of Act. His claim is that his termination be declared as bad in law and he be given relief of reinstatement and continuity of service with full back wages along with interest thereon.

The Management has filed the reply to the claim of the workman whereby they have raised preliminary objections to the maintainability of the claim of the workman. It is stated by them that the workman has concealed the true facts and has not approached this Tribunal with clean hands. Thus, he is not entitled to any relief. Their further claim is that the workman, before his disengagement, was called for interview on 16-5-1996, but he could not fair well in the interview, therefore, he was

not selected. In view of that the reference is not maintainable. It is also claimed by them that the workman is not entitled to any relief for the reason that his initial engagement was not made by following a transparent process of recruitment. He was engaged as a daily wage Mazdoor without notice, application or through Employment Exchange or otherwise. Since he could not succeed in the interview, therefore, he was relieved of the services. In view of that he cannot claim reinstatement in service. Denying that the workman had served the Management for 240 days before the date of termination of service, it is stated by them that the workman had served only for 190 days. Thus he was not entitled to retrenchment compensation as his claim was not in violation of Section 25-F of the Act.

With regard to the claim of the workman that the Management had engaged 34 fresh casual labours after the termination of the services, it is their reply that in fact the workman had been engaged on daily wages whereas 34 part time casual labours were already working with the Management and the Management had only converted their engagement from part-time casual labours to full-time casual labours. Secondly the workman did not fall in their category as he was not a part-timer and thus, the Management did not violate the provisions of Section 25-H of the Act. On merits they have submitted that in view of the facts stated in the preliminary objections, the workman is not entitled to any relief as he has served the Management only for 190 days, so he was not entitled to retrenchment compensation or other benefits. Admitting the claim of appointment of 34 persons, it is further stated by them that their engagement was not in violation of Section 25-H of the Act, therefore, the workman is not entitled any relief.

The workman filed rejoinder, after the written statement of Management and submitted that the workman was not appointed after the interview for extraneous circumstances although they had engaged even fresh hands whereas the workman had the experience of working the Management. He reiterated that he had served the Management for more than 240 days. He denied the other contentions of the Management and stated that the Management had engaged 34 persons as full time casual labours in the category in which the workman had served them. Therefore, the work was available with the Management but he was not given the option to do that and thus the Management violated the provisions of Section 25-H of the Act. He has disputed the claim of the Management that the workman belonged to the category different to that in which the 34 workers were engaged. He denied the other assertions made by the Management and stated that the claim made by the Management is not justified, therefore, the same is required to be rejected.

The perusal of the record shows that the Management in para number 2 of their written statement

admitted that the workman was engaged as a Mazdoor on daily wages with effect from 16-10-1995. In reply to para number 5 of the statement of claim they claimed that the workman has not stated correct facts. They omitted to show anything about the claim of the workman that he had worked as Mazdoor/Casual labour with the Management from 16-10-1995 to 9-8-1996. In other paras of the statement of claim he made the same statement but the Management kept mum in this regard. They only submitted that the workman had served them only for 190 days without showing as to how many days he worked of and in which of the month and during which year. The workman has placed on record a photo copy of certificate marked "A" which is signed by S.D.O/ Phones, Hamirpur and as per the statement of the workman, the same was issued by the Junior Telecom Officer. He named the S.D.O. who had engaged him as K.P. Singh and stated that the experience certificate marked "A" was issued to him by Shri Amerjeet Singh JTO and the same was attested by Shri Hans Raj Thakur SDO of the time. The Management has failed to produce any evidence to counter this claim. They could very well produce the record to show that the workman had worked for them only for 190 days as during the period in question he was paid the wages only for these days and for none else. They could also produce their Officers' S/ Shri Amarjeet Singh, Hans Raj Thakur and K.P. Singh SDO whose names were mentioned by the workman as the persons who had witnessed the working of the workman and who had certified the same in the shape of experience certificate Mark "A". The Management was given a number of opportunities to produce the evidence but they failed to produce any. They were given opportunity to produce evidence even on payment of costs after their having exhausted all the opportunities, but they neither paid the costs nor produce any evidence. Thus the claim of the workman that he had continuously worked for the Management from 16-10-1995 to 9-8-1996 has no rebuttal and has to be accepted as true. Counted from 16-10-1995 the workman admittedly served the Management for 270 days as there has come nothing on record to show that he had not worked for the Management on any particular day. It is, therefore, proved that the workman had served the Management for 240 days before the date of termination of his services.

In reply to the claim of the workman that the management before the termination of his services had not given him notice nor paid him the wages for the notice period, they also had not paid him the retrenchment compensation and thereby violated the provisions of Section 25-F of the Act, the Management has only stated that the claim so made is denied. It is further stated by them that the workman had served the Management only for 190 days and therefore, the Management did not violated the provisions of Section 25-F nor the same was attracted. They did not say even a word even about the

issuance of notice, payment of wages for the notice period and payment of retrenchment compensation. As stated earlier they have also not produced any evidence in this regard to rebut the claim of the workman. It is, therefore, proved that the Management had not given notice to the workman nor paid him the wages for notice period. They also did not pay any retrenchment compensation to the workman before disengaging him from service. The claim of the workman that he was not given retrenchment compensation nor wages for the notice period although he had put in more than 240 days service before the termination of service is thus proved. The disengagement of the workman therefore, was in violation of Section 25-F of the Act and the same is quashed.

As regards the second part of the reference that the termination of the workman was also bad for the reasons that the Management had engaged 34 fresh labourers after the termination of the services of the workman and by doing that they further violated the provisions of the Act. I am of the opinion on this score the workman is not successful. In his statement he admitted that the 34 persons engaged by the Management were already working as part-timers before the year 1995 and they were only regularized by the Management. Thus there was no fresh recruitment made by the Management after the termination of the services of the workman and those who were working as part-timers before the year 1995 were regularized. Moreover, since the workman had joined the service of the Management in late 1995, therefore, those 34 workers were definitely senior to the workman, although they were part-timers, but yet they were the workmen and it cannot be said that they were juniors to the workman and their regularization was a violation of the Act.

Now the question comes as to what relief the workman is entitled to. Admittedly the engagement of the workman as per his own admission was made without notifying the post in any Newspaper of advertising the same otherwise. The workman admitted that he was engaged by Mr. K.P. Singh, Divisional Engineer after an interview. He, however, has admitted that it was not an engagement after following the judicious procedure of putting the post for open competition and recruiting the workman after proper test and by following procedure. His engagement, therefore, definitely was a back-door entry. It was been held above that the disengagement of the workman was in violation of the provisions of the Act, Therefore, he is entitled for compensation, if not, for regularization on the post. Treating the workman to be in service till the date of this Award I hold that he is entitled to back wages besides the retrenchment compensation, wages for the notice period and the interest on the amount which was due to the workman on the day his services were disengaged. A fact to be taken note of is that there has come no evidence to show that the workman remained without work all through these periods. It can also not be accepted that he could have survived without working and earning

for himself and the family but definitely he would not have earned as much as he would have while in the service of the Management unless proved otherwise that he was engaged in a better situation after his disengagement. The Management has not proved this fact. Therefore, even after taking a moderate approach I hold that the workman is entitled to 50% of back wages. Considering all these heads I award a compensation of Rs. 50,000 (Rupees fifty thousands only) to the workman as lump sum compensation and direct the Management to pay the said amount to him within three months from the date this award becomes enforceable. In case of failure on their part they will pay interest on the amount to the workman @ 9 per cent per annum from the date of award till the amount of compensation is paid to him. The reference is answered in these terms. Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to the record after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3378.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर दर्शन केन्द्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 30/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-40012/8/2007-आईआर(डॉयू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3378.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.30/2007) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Doordarshan Kendra and their workman, which was received by the Central Government on 28-11-2008.

[No. L-40012/8/2007-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

CASE NO. I.D. 30/2007

Shri Kuldeep Chand. H.No.269, 1st Floor,
Sector-6, Panchkula (Haryana).

...Applicant

Versus

The Director, Doordarshan Kendra,
Sector-37-B, Chandigarh.Respondent

APPEARANCES

For the workman : None

For the management : None

AWARD

Passed on : 6-11-08

Central Government vide notification no. L-42012/8/2007 -IR (DU) dated 18-5-2007, has referred the following dispute to this Tribunal of adjudication:

"Whether the action of the management of Doordarshan Kendra, Chandigarh in terminating the service of Shri Kuldeep Chand, w.e.f. 21-4-05 is legal and justified? If not, what relief the workman is entitled to and to what extent."

2. None is present on behalf of the workman. Learned counsel for the management is also not present. From last many days fixed for the hearing of this case the workman is not ensuring his presence. The reference was referred by the Central Government in the year 2007. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 1.15 pm. At this stage, I have no option otherwise than to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Govt. as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh

6-11-08

G. K. SHARMA, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3379.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिनेटेन्ट ऑफ पोस्टल स्टोर डिपार्टमेंट के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. II चण्डीगढ़ के पंचाट (संदर्भ संख्या 401/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-40012/88/96-आई.आर.(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3379.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 401/2005)

of the Central Government Industrial Tribunal-cum-Labour Court No. II Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Sr. Suptd. of Postal Store Department and their workman, which was received by the Central Government on 28-11-2008.

[No. L-40012/88/96-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

Presiding Officer : Shri Kuldeep Singh

Case I.D. No: 401/2k5

Registered on : 19-8-2005

Date of Decision : 19-11-2008

Shri Sham Kumar H.No. 9802/5,

Ambala City, Naya Bais-134003

...Petitioner

Versus

Superintendent of Postal Store Deptt.,
Haryana Circle, Ambala Cantt- 133001 ...Respondent

For the workman Shri Surinder Gandhi, Advocate

For the Management Sh. I. S. Sidhu, Advocate

AWARD

The Government of India, Ministry of Labour, vide their letter No. L-40012/88/96-IR(DU) Dated 13-5-1998 has desired this Tribunal to adjudicate upon the following reference:—

"Whether the action of the management of Sr. Superintendent of Postal Store Department, Ambala in terminating the services of Shri Sham Kumar, night Chowkidar w.e.f. 1-6-89 is legal and justified? If not to what relief the workman is entitled to?"

On the receipt of the reference notices were issued to the parties who appeared through their counsels. The reference remained on the file of CGIT-1, Chandigarh from 22-6-1988 till 6-6-2005 when, on the creation of this Tribunal the same was transferred to this Tribunal and it was registered on the file of this Tribunal on 19-8-2005. Before that the parties had filed their pleadings in the shape of statement of claim of the workman, the claim of the Management in the shape of written statement. The Management placed on record documents marked as M-1 to MW-5. They also tendered the affidavit of Sh. H.P. Sharma, their Superintendent Postal Store Department, Ambala, whereas the workman filed his own affidavit supported by documents W-1 and W-2. The Management also filed the affidavit of Shri P.C. Kashyap,

Superintendent Postal Store Department, Ambala Cantt and also examined him as witness whereas the workman appeared as a witness and the parties had the chance to cross-examine the witness produced.

The claim of the workman stated, in brief, is that he was appointed as part-time waterman on 1-4-1983, in the Railway Mail Service Ambala on fixed monthly wages and he served them till February 1986. Thereafter, he worked as part time night Chowkidar in Bag Circle Office Ambala till 1-4-1989 when his services were terminated without complying the provisions of Industrial Dispute Act, 1947, hereafter referred to as the "Act". The Management though was taking services for him from 8 to 10 hours, but in the record they showed the working hours only 6 hours and they, in an arbitrary manner abolished the post without applying their mind and with malafide intentions. They did not pay him the retrenchment compensation. He further claims that he had filed original application before the CAT, Chandigarh in the year 1989 which was rejected on 17-11-1995. Thereafter the workman raised the demand, but his case was rejected. However, the same was referred for adjudication on the intervention of the Hon'ble High Court. The workman has prayed that the order of termination of his services be set aside; he may be reinstated with full back wages and other service benefits besides the interest on the amount due to him.

The Management has opposed the claim of the workman by filing preliminary objections and also challenging the case on merits. Their plea is that the workman has failed to implead Superintendent Railway Mail Service, Ambala, as party, therefore, the reference is not maintainable for want of non-joinder of necessary parties. They have further claimed that, after his disengagement the workman is working in the Office of Civil Surgeon, Ambala since 16-8-1993 and this fact, he has concealed, therefore, he has not come to the court with clean hands. Hence, he is not entitled to any relief. Otherwise also the case of the workman is belated since his services were terminated in the year 1989, whereas the demand notice was raised in the year 1996. Moreover, the workman, being a part-time night Chowkidar, did not fall in the category of workman, therefore, he is not entitled to any relief.

On merits it is submitted by the Management that the claim of the workman mainly concerns to the period when the workman was not serving under the Management. The workman had served under two Superintendent one heading the Railway Mail Service and the other Postal Store Department. Both the authorities were distinct and separate and were appointing authorities in their own right. Admitting that the workman had served the Management from 4-4-1988 to 31-5-1988, it is stated by them that since with effect from 1-1-1989, the Circle Bag

Office was bifurcated and the major portion of work and staff was transferred to Punjab Circle, therefore, there was no necessity of part time night Chowkidar, hence, the post held by the workman was abolished with effect from 9-6-1989. Their further submission is that since there is delay of 6 years in raising the demand and the workman is serving on a regular pay scale with the Civil Surgeon, Ambala w.e.f. 16-8-1993, therefore, he is not entitled to any relief.

From the pleadings of the parties it is clear that the workman had served the Management from 4-4-1988 to 31-5-1989. Document M-3 gives the detail of the months for which the workman was paid @ Rs. 468 per month and the date on which the payment was made. There is, therefore, no dispute that the workman had served the Management for more than 240 days till 31-5-1989. Thus, he earned the right of protection as available under Section 25-F of the Act. It is also not disputed that the post held by the workman was abolished with effect from 1-6-1989. Even if we accept the claim of the Management that the workman had not served them beyond 31-5-1989, yet he was entitled to the protection under Section 25-F of the Act. The Management in reply to part 2 of the statement of the claim only stated that the said para like para number 3, does not need any reply, being the matter of record. Thus they have admitted that before the termination of the services of the workman may be on the abolition of the post held by him, the workman was not given one month's notice nor he was paid the wages for the notice period. He was also not the retrenchment compensation and other dues. Mr. P.C. Kashyap did appear as a witness for the Management, and proved his affidavit exhibit MW-1. In cross-examination he stated that the workman was not paid any compensation at the time of his termination. He denied that the workman used to work till his substitute reported for duty thereby he used to perform duty from 9.00 PM to 9.00 AM everyday. The workman in his statement claimed that he had served the Management from 1-4-1986 in the Office of Superintendent, Postal Store Department, Ambala City. From their own admission the Management has proved that the workman had served them from 4-4-1986 to 31-5-1989; and that before the termination his services, the Management had not issued notice to the workman nor was he paid the wages of notice period. He was also not paid retrenchment compensation. Thus, the disengagement of the workman was bad in law. The Management has also failed to prove that the workman had served under the two distinct different departments having no connection.

It is now to be seen as to what relief the workman is entitled to. It has been held that the disengagement of the workman without issuing him notice or paying him the wages for the notice period and the retrenchment

compensation was bad in law. The workman, therefore, is treated to be in service till he joined the service in the office of Civil Surgeon, Ambala on 16-8-1993. Since the engagement of the workman is not claimed to be by a regular process, therefore, in the light of the decision of the Hon'ble Supreme Court of India in the case of Secretary, State of Karnataka and others Versus Uma Devi and others reported as (2006) 4 SCC 1, he is not entitled to regularization and not even for reinstatement on the post he held. Also for the reason that he had already joined a Government service in the Office of the Civil Surgeon, Ambala. However, he is entitled to back wages, the retrenchment compensation and the wages for the notice period, besides the interest on the said amount. I calculate this claim of the workman as composite package in the amount of Rs. 50,000 (Rupees fifty thousands only) i.e. full back wages from June 1989 to 15-8-1993, the interest thereon, the retrenchment compensation and wages for the notice period. The Management is directed to pay this amount to the workman within three months from the date the Award becomes enforceable, failing which the workman shall be entitled to interest on the said amount @ 9 per cent annum. The reference is answered in these terms and the award is passed. Let a copy of the award be sent to the appropriate Government for necessary action and the file be sent to the record after due compilation.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3380.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार अश्व प्रजनन फार्म के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 854/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/211/90-आई.आर.(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3380.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.854/2005) of Central Government Industrial Tribunal-cum-Labour Court No.II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Equine Breeding Stud and their workman, which was received by the Central Government on 28-11-2008.

[No. L-42012/211/90-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT-II, SECTOR-18A, CHANDIGARH

Presiding Officer : Shri Kuldip Singh

Case I.D. No. 854/2ks

Registered on : 8-9-2005

Date of Decision: 14-11-2008

Gulzar Singh S/o Joginder Singh
R/o Piran Wali, P.O. Nyoli Kalan,
Hissar.

...Petitioner

Versus

The Commandant,
Equine Breeding Stud, Hissar ..Respondent

Appearance

For the Workman Mr.Raj Kaushik, Advocate

For the Management Mr.K.K. Thakur, Advocate

AWARD

This case was fixed for the evidence of the workman at Hissar on 21st of November, 2008. On the request of the counsel for the parties the file was recalled from the records since the parties claimed to have settled their dispute amicably. The workman and the respondent-Commandant have made a joint statement which has been placed on record. The parties have agreed that the workman will be provided with the job as and when required basis. If the workman is covered under the scheme of regularization he will be provided the benefit accordingly. The workman will be paid the wages as per the wages given to similarly situated workman. On this assurance the workman has withdrawn from the reference.

The reference in hand was received from the Ministry of Labour, Government of India vide their No. L-42012/211/90-IR(DU) dated 30-12-1996. The reference reads as under:

"Whether the activities of the Equine Breeding Stud, Hissar, constituted to be an Industry under the I.D. Act, and if so whether the action of the management of Equine Breeding Stud, Hissar in terminating the services of Shri Gulzar Singh s/o Shri Joginder Singh daily rated worker is just, fair and legal and whether the action of the management of Equine Breeding Stud, Hissar in denying equal wages for equal work to the workman is just and fair ? If not to what relief the workman concerned is entitled to?"

As per the statement of the workman and the respondent-Commandant, the parties have settled the matter amicably under the give and take formula. After feeling satisfied with the assurance given by the

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management, the workman has withdrawn from the contest of the case. So far the parties have not led any evidence in support of their respective claims projected by them through their pleadings. On record there is no evidence to show that the management is not an industry. There is also no evidence to show that the action of the management in disengaging the workman or for not paying him equal wages for equal work, was unjust and illegal. Both the parties have failed to prove their respective claims, probably in view of the assurance given by the management to provide work to the workman and to pay him wages as per the wages given to similarly situated workmen. The reference is answered in these terms and the award is passed. Let the copy of it be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3381.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गन कैरिज फैक्ट्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एल सी/आर/288/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-14012/43/99-आई.आर. (डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3381.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/288/99) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Gun Carriage Factory and their workman, which was received by the Central Government on 28-11-2008.

[No. L-14012/43/99-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/288/99

Presiding Officer : Shri C.M.Singh

Shri Sabir Ali, C/o Sh. Manoj Sahu,
Advocate House, Sahu Villa,
Kanchgarh Chowk, Jabalpur

Workman/Union

Versus

The General Manager
Gun Carriage Factory,
Jabalpur.

... Management

AWARD

Passed on this 6th day of November, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-14012/43/99-IR(DU) dated 25-8-99 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Gun Carriage Factory, Jabalpur in terminating the services of Sh. Sabir Ali, labour, T. No. 4599 (Vidvat Vibhag) is legal and justified? If not, to what relief the concerned workman is entitled ?”

2. Vide order dated 3-7-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman Shri Sabir Ali. No statement of claim has been filed on behalf of workman Shri Sabir Ali.

3. The case of the management in brief is as follows. Workman Shri Sabir Ali, T. No. 4599/IE was working as labour “A” EM Section. That on 2-9-96 at about 12.25 hours, he was apprehended at West Gate IEs Barrier while attempting to take out 220 grams of Copper wire by the Durwan on duty. The item was concealed in his pant pocket. That Orderly Officer was informed. In the presence of Orderly Officer and other witnesses, the stolen property was recovered from the possession of the workman Shri Sabir Ali. The workman was chargesheeted accordingly and a Departmental Enquiry into his conduct was conducted. The workman during the enquiry conducted the charges levelled against him and asked for pardon. Having examined the Enquiry Report and other relevant documents, the Disciplinary Authority agreed with the findings of the Enquiry Officer. Accordingly a showcause notice was issued to the workman. He did not submit any satisfactory reply. Therefore the competent authority passed the punishment order dated 30-8-97 removing him from services. The workman is not entitled to any relief.

4. As the case proceeded ex parte against the workman, there is no evidence on behalf of the workman on record. The management in order to prove their case filed affidavit of their witness Shri Prem Prakash, then working as Manager, GCF.

5. I have heard Shri A. K. Shashi, Advocate learned counsel for the management and perused the evidence on record.

6. The case of the management is fully established and proved from the uncontested and unchallenged affidavit of management's witness Shri Prem Prakash.

Therefore, the reference deserves to be decided in favour of the management and against the workman without any orders as to costs.

7. In view of the above, the reference is decided in favour of the management and against the workman without any orders as to costs holding that the action of the management of Gun Carriage Factory, Jabalpur in terminating the services of Sh. Sabir Ali, Labourer, T. No. 4599 (Viduy Vibhag) is legal and justified and consequently the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3382.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजी आईटी/एलसी/आर/70/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-14011/2/2005-आईआर(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3382.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/LC/R/70/05) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Vehicle Factory and their workman, which was received by the Central Government on 28-11-2008.

[No. L-14011/2/2005-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/70/05

Presiding Officer : Shri C.M. Singh

Shri B. Guha Thakurta,
General Secretary,
Vehicle Factory Mazdoor Union,
Plot No. 75, Jawahar Nagar,
Adhartal, Jabalpur

...Workman/Union

Versus

The General Manager,
Vehicle Factory,
Jabalpur (MP)

Management

AWARD

Passed on this 22nd day of October, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-14011/2/2005-IR (DU) dated 30-6-2005 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Vehicle factory, Jabalpur in introducing electronic punching system is justified? If not, to what relief the workmen are entitled?”

2. Vide order dated 5-11-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workmen/Union. No statement of claim has been filed on behalf of workmen/Union.

3. The management was given opportunity to file ex parte WS but it failed to file the same till today the date fixed for filing the WS. The ordersheet dated 22-10-08 reveals that on this date, no body appeared for any of the parties. Under the circumstances, this Tribunal was left with no option but to close the reference for award.

4. There is no evidence on record of any party. The reference, therefore, deserves to be decided in favour of the management and against the workman without any orders as to costs.

5. In view of the above, the reference is decided in favour of the management and against the workmen/Union without any orders as to costs holding that the action of the management of Vehicle Factory, Jabalpur in introducing electronic punching system is justified. Consequently the workmen are not entitled to any relief.

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3383.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम फैक्ट्री के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/173/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-40011/21/94-आईआर(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3383.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/LC/R/173/96) of Central Government Industrial Tribunal-cum-Labour Court, Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Factory and their workman, which was received by the Central Government on 28-11-2008.

[No. L-40011/21/94-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/173/96

Presiding Officer : Shri C.M. Singh

The Secretary,
Akhil Bhartiya Dak & Taar Industrial
Workers' Union,
Telecom Factory,
Branch Richai,
Jabalpur

Workman/Union

Versus

The Chief General Manager,
Telecom Factory,
Jabalpur.

The Manager,
Telecom Factory,
Richai Branch,
Jabalpur

Managements

AWARD

Passed on this 12th day of November, 2008

1. The Government of India, Ministry of Labour vide its Notification No. L-40011/21/94-IR (DU) dated 30-8-96 has referred the following dispute for adjudication by this Tribunal:-

“क्या प्रबंधतंत्र टेलिकाम फेकट्री, जबलपुर, म.प्र. एवं टेलीकाम फेकट्री, रिछाई ब्रांच जबलपुर में औद्योगिक कर्मकारों के कार्यधंटों में समानता न होकर टेलीकाम फेकट्री, जबलपुर में श्रमिकों के प्रतिदिन 8 घंटे एवं शनिवार 5 घंटे होना, जबकि रिछाई ब्रांच, जबलपुर में श्रमिक के प्रतिदिन 7-1/2 घंटे कार्य किये जाने में नियोजकों की भेदभावपूर्ण नीति नहीं है। अतः संबंधित रिछाई फेकट्री, जबलपुर में कार्यरत औद्योगिक श्रमिक किसी अनुतोष के हकदार नहीं हैं।”

2. Vide order dated 21-7-05 passed on the ordersheet of this reference proceeding, the reference proceeded ex

parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.

3. Inspite of several opportunity given to the management, the management failed to file Written Statement. Under the circumstances, this Tribunal is left with no option but to close the reference for award and in this manner, the reference was closed for award.

4. It is a no evidence case. Therefore, the reference deserves to be decided in favour of the management and against the workman/Union without any orders as to costs.

5. In view of the above, the reference is decided in favour of the management and against the workman/Union without any orders as to costs holding the following—

“प्रबंधतंत्र टेलिकाम फेकट्री, जबलपुर, म.प्र. टेलीकाम फेकट्री रिछाई ब्रांच, जबलपुर में औद्योगिक कर्मकारों के कार्यधंटों में समानता न होकर टेलीकाम फेकट्री, जबलपुर में श्रमिकों के प्रतिदिन 8 घंटे एवं शनिवार 5 घंटे होना, जबकि रिछाई ब्रांच, जबलपुर में श्रमिक के प्रतिदिन 7-1/2 घंटे कार्य किये जाने में नियोजकों की भेदभावपूर्ण नीति नहीं है। अतः संबंधित रिछाई फेकट्री, जबलपुर में कार्यरत औद्योगिक श्रमिक किसी अनुतोष के हकदार नहीं हैं।”

6. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3384.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अश्व प्रजनन कार्म के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकाण्ठा/श्रम न्यायालय न. II, चंडीगढ़ के पंचाट (संरभ संख्या 863/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-42012/202/90-आई.आर.(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3384.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 863/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. II, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Equine Breeding Stud and their workman, which was received by the Central Government on 28-11-2008.

[No. L-42012/202/90-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
-CUM-LABOUR COURT-II, SECTOR 18-A,
CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case I.D. No: 863/2005

Registered on : 9-9-2005

Date of Decision : 14-11-2008

Balbir Singh S/o Jagar Singh R/o Piran Wali, P.O.Nyoli Kalan, Hissar.

...Petitioner

Versus
The Commandant, Equine Breeding Stud, Hissar
...Respondent

APPEARANCE

For the Workman : Mr. Raj Kaushik, Advocate

For the Management : Mr. K.K.Thakur, Advocate

AWARD

This case was fixed for the evidence of the workman at Hissar on 21st of November, 2008. On the request of counsel for the parties the file was recalled from the records since the parties claimed to have settled their dispute amicably. The workman and the respondent-Commandant have made a joint statement which has been placed on record. The parties have agreed that the workman will be provided with the job as and when required basis. If the workman is covered under the scheme of regularization he will be provided the benefit accordingly. The workman will be paid the wages as per the wages given to similarly situated workman. On this assurance the workman has withdrawn from the reference.

The reference in hand was received from the Ministry of Labour, Government of India vide their No. L-42012/202/90-IR (DU) dated 30-12-1996. The reference reads as under :—

"Whether the activities of the Equine Breeding Stud, Hissar, constituted to be an Industry under the I.D. Act, and if so whether the action of the management of Equine Breeding Stud, Hissar in terminating the services of Shir Balbir Singh S/o Shri Jagar Singh daily rated worker is just, fair and legal and whether the action of the management of Equine Breeding Stud, Hissar in denying equal wages for equal work to the workman is just and fair? If not to what relief the workman concerned is entitled to?"

As per the statement of the workman and the respondent-commandant, the parties have settled the matter amicably under the give and take formula. After feeling

satisfied with the assurance given by the management, the workman has withdrawn from the contest of the case. So far the parties have not led any evidence in support of their respective claims projected by them through their pleadings. On record there is no evidence to show that the management is not an industry. There is also no evidence to show that the action of the management in disengaging the workman or for not paying him equal wages for equal work, was unjust and illegal. Both the parties have failed to prove their respective claims, probably in view of the assurance given by the management to provide work to the workman and to pay him wages as per the wages given to similarly situated workmen. The reference is answered in these terms and the award is passed. Let the copy of it be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 28 नवम्बर, 2008

का.आ. 3385.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार अस्थ प्रजनन फार्म के प्रबंधनेत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय न.-II, चंडीगढ़ के पंचाट (संदर्भ संख्या 850/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-11-2008 को प्राप्त हुआ था।

[सं. एल-142012/238/90-आईआर(डी.यू.)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 28th November, 2008

S.O. 3385.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 850/2005) of Central Government Industrial Tribunal-cum-Labour Court, No.-II Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Equine Breeding Stud and their workman, which was received by the Central Government on 28-11-2008.

[No. L-42012/238/90-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
-CUM-LABOUR COURT-II, SECTOR 18-A,
CHANDIGARH**

Presiding Officer : Shri Kuldip Singh

Case I.D. No: 850/2005

Registered on : 8-9-2005

Date of Decision : 14-11-2008

Jangir Singh S/o Bhagwan Singh

R/o Piran Wali, P.O.Nyoli Kalan, Hissar.

...Petitioner

Versus

The Commandant,
Equine Breeding Stud, Hissar ..Respondent

APPEARANCE

For the Workman Mr. Raj Kaushik, Advocate
For the Management Mr. K.K.Thakur, Advocate

AWARD

This case was fixed for the evidence of the workman at Hissar on 21st of November, 2008. On the request of counsel for the parties the file was recalled from the records since the parties claimed to have settled their dispute amicably. The workman and the respondent-Commandant have made a joint statement which has been placed on record. The parties have agreed that the workman will be provided with the job as and when required basis. If the workman is covered under the scheme of regularization he will be provided the benefit accordingly. The workman will be paid the wages as per the wages given to similarly situated workman. On this assurance the workman has withdrawn from the reference.

The reference in hand was received from the Ministry of Labour, Government of India vide their No. L-42012/238/90-IR (DU) dated 30-12-1996. The reference reads as under :—

"Whether the activities of the Equine Breeding Stud, Hissar, constituted to be an Industry under

the I.D. Act, and if so whether the action of the management of Equine Breeding Stud, Hissar in terminating the services of Shri Jangir Singh S/o Shri Bhagwan Singh daily rated worker is just, fair and legal and whether the action of the management of Equine Breeding Stud, Hissar in denying equal wages for equal work to the workman is just and fair? If not to what relief the workman concerned is entitled to?"

As per the statement of the workman and the respondent-commandant, the parties have settled the matter amicably under the give and take formula. After feeling satisfied with the assurance given by the management, the workman has withdrawn from the contest of the case. So far the parties have not led any evidence in support of their respective claims projected by them through their pleadings. On record there is no evidence to show that the management is not an industry. There is also no evidence to show that the action of the management in disengaging the workman or for not paying him equal wages for equal work, was unjust and illegal. Both the parties have failed to prove their respective claims, probably in view of the assurance given by the management to provide work to the workman and to pay him wages as per the wages given to similarly situated workmen. The reference is answered in these terms and the award is passed. Let the copy of it be sent to the Appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer